



TWENTY-FIRST REGULAR COMMON COUNCIL MEETING AGENDA

February 07, 2022 at 6:00 PM

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

"Communication works for those who work at it" - John Powell

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

Notice of the 21st Regular Meeting of the 2021-2022 Common Council at 6:00 PM, MONDAY, February 7, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

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

2. Pledge of Allegiance

Boy Scout Pack #3859 of St. Dominic

3. Approval of Minutes

20th Regular Council Meeting held on January 17, 2022

4. Mayoral Appointment

Salaseni (Sala) Sander to the Zoning Board of Appeals

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

7. Presentation

State of the City by Mayor Ryan Sorenson

HEARINGS

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

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

CONSENT

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

11. R. O. No. 125-21-22 by Board of License Examiners submitting an application for a Building Contractor License already granted.
12. R. C. No. 206-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 117-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report.
13. R. C. No. 207-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 118-21-22 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report.
14. R. C. No. 209-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 120-21-22 by City Clerk submitting various license applications; recommends granting the applications.
15. R. C. No. 208-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 125-21-22 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.
16. R. C. No. 205-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 37-21-22 by Alderpersons Dekker and Perrella changing the speed limit on South 12th Street south of Carmen Avenue from 35 MPH to 25 MPH; recommends adopting the Ordinance.

REPORT OF OFFICERS

17. R. O. No. 121-21-22 by City Clerk submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Bader State Lofts LP). REFER TO FINANCE AND PERSONNEL COMMITTEE
18. R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC). REFER TO FINANCE AND PERSONNEL COMMITTEE
19. R. O. No. 123-21-22 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. R. O. No. 124-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [21.](#) Res. No. 126-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan and Rogers Behavioral Health. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [22.](#) Res. No. 129-21-22 by Alderpersons Dekker and Mitchell authorizing the Mayor to execute the 2022 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [23.](#) Res. No. 127-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 11 located adjacent to and immediately east of 513 North 8th Street to James T. Passmore. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [24.](#) Res. No. 130-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with CORTA Sheboygan, LLC and NS Retail Holdings, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) Res. No. 131-21-22 by Alderpersons Mitchell and Filicky-Peneski providing for the sale of approximately \$2,215,000 General Obligation Promissory Notes, Series 2022A. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [26.](#) Res. No. 134-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [27.](#) Res. No. 128-21-22 by Alderperson Perrella pursuant to Sheboygan Municipal Code §74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire. REFER TO PUBLIC WORKS COMMITTEE
- [28.](#) Res. No. 132-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court. REFER TO PUBLIC WORKS COMMITTEE
- [29.](#) Res. No. 133-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees. REFER TO PUBLIC WORKS COMMITTEE
- [30.](#) Res. No. 135-21-22 by Alderpersons Dekker and Perrella authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor. REFER TO PUBLIC WORKS COMMITTEE
- [31.](#) Res. No. 136-21-22 by Alderpersons Dekker and Perrella authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr. REFER TO PUBLIC WORKS COMMITTEE
- [32.](#) Res. No. 137-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

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

GENERAL ORDINANCES

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

MATTERS LAID OVER

- 35.** R. O. No. 115-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 33-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560 from Employment to Multi-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends receiving the R. O. and adopting the Ordinance. RECEIVE THE R. O. AND ADOPT THE ORDINANCE
- 36.** R. O. No. 116-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 34-21-22 by Alderperson Perrella and R. O. No. 111-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located on Erie Avenue – Parcel #59281204550 and Parcel #59281204560 from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends filing the R. O. and adopting the Ordinance. RECEIVE THE R. O. AND ADOPT THE ORDINANCE

OTHER MATTERS AUTHORIZED BY LAW

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

ADJOURN MEETING

- 38.** Motion to Adjourn

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

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

CITY OF SHEBOYGAN

TWENTIETH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, January 17, 2022

OPENING OF MEETING

1. Roll Call

Alderspersons Present: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.

Aldersperson Absent and Excused: Ackley and Laster – 2.

2. Pledge of Allegiance**3. Approval of Minutes**

MOTION TO APPROVE MINUTES FROM JANUARY 4, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.

4. Public Forum

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

5. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.

7. R. C. No. 200-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 114-21-22 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8670, in the amount of \$5,323.34, billed to Vinton Construction Company, regarding damage to a street light pole located on N. 14th Street and St. Clair Avenue on July 20, 2021, has been settled with payment to the City of Sheboygan in the amount of \$4,575.90; recommends filing the document.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

8. R. C. No. 201-21-22 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 36-21-22 by Alderpersons Felde and Filicky-Peneski re-establishing the salary schedule for certain designated elected officials; recommends adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

9. R. C. No. 203-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 33-21-22 by City Clerk submitting a claim from Robert Konrad for alleged damages to his basketball cover when it was hit by a garbage truck; recommends filing the claim.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

REPORT OF OFFICERS

10. R. O. No. 119-21-22 by City Administrator submitting an update regarding the debt service reserve account required by the U.S. Department of Housing and Urban Development for the City's Section 108 Loan for renovations to the Senior Center.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

11. R. O. No. 115-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 33-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560 from Employment to Multi-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends receiving the R. O. and adopting the Ordinance. LAYS OVER
12. R. O. No. 116-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 34-21-22 by Alderperson Perrella and R. O. No. 111-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located on Erie Avenue – Parcel #59281204550 and Parcel #59281204560 from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends filing the R. O. and adopting the Ordinance. LAYS OVER

13. R. O. No. 117-21-22 by Chief of Police, Christopher Domagalski, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2021 and ending December 31, 2021. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
14. R. O. No. 118-21-22 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing October 1, 2021 and ending December 31, 2021. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
15. R. O. No. 120-21-22 by City Clerk submitting various license applications (Lupitas). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

16. Res. No. 123-21-22 by Alderpersons Felde and Filicky-Peneski ratifying retaining outside legal counsel in the matter of Patrick A. Gillette's formal complaint filed with the City of Sheboygan Board of Police and Fire Commissioners.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.

17. Res. No. 124-21-22 by Alderpersons Felde and Filicky-Peneski ratifying retaining outside legal counsel in the matter of Chad Shelton's formal complaint filed with the City of Sheboygan Board of Police and Fire Commissioners.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.

18. Res. No. 125-21-22 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

19. R. C. No. 202-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 122-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order for the purchase of a new Pierce Manufacturing Rescue Engine for the Sheboygan Fire Department; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

GENERAL ORDINANCES

20. Gen. Ord. No. 37-21-22 by Alderpersons Dekker and Perrella changing the speed limit on South 12th Street south of Carmen Avenue from 35 MPH to 25 MPH. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

None.

CLOSED SESSION

21. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session for the purpose of negotiating with one or more property owners regarding the potential purchase of land on the City's southern border for residential housing.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski,
Mitchell – 8.

ADJOURN MEETING

22. Motion to Adjourn

Motion to adjourn at 6:44 p.m.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Savaglio, Filicky-Peneski, Mitchell – 8.



February 3, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

ZONING BOARD OF APPEALS

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



RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Hearing No. 11 - 21 - 22. February 7, 2022.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described lands from Class Employment to Class Multi-family Residential Classification:

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Play Lot 7 & 8 Block 80.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN
FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 7, 2022, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Employment to Multi-Family Residential Classification.

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

MEREDITH DEBRUIN
City Clerk

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0005069366	\$32.20	\$0.00	\$32.20	Credit Card	\$0.00	\$32.20
Sales Rep: CKimble		Order Taker: CKimble			Order Created 12/30/2021		
Product		# Ins	Start Date	End Date			
GWM-SHE-Sheboygan Press		2	01/21/2022	01/28/2022			
GWM-SHEW-Sheboygan Press Digital		28	01/21/2022	02/17/2022			

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 12/30/2021

NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE CITY OF
SHEBOYGAN
FUTURE LAND USE MAP OF THE CIT-
Y'S COMPREHENSIVE PLAN

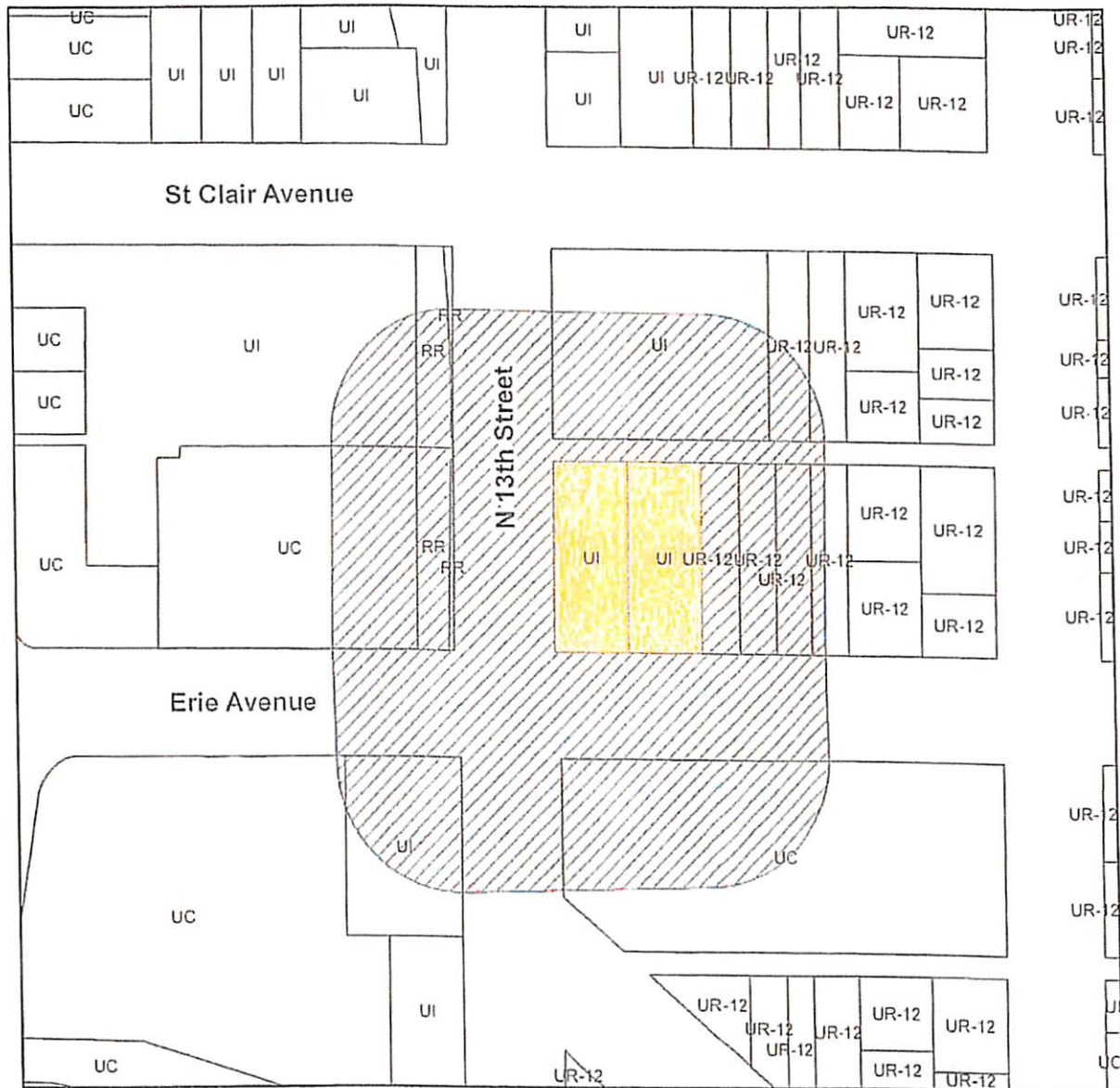
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Section 22, Township 15 North, Range 23 East, Original Plat Lot 7 & 8 Block 80.
MEREDITH DEBRUIN
City Clerk
Run: January 21, 28, 2022 WNAXLP

PROPOSED COMPREHENSIVE PLAN AMENDMENT
FROM EMPLOYMENT
TO MULTI-FAMILY RESIDENTIAL

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT LOT 7 & 8 BLOCK 80



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

January 28, 2022

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan at 6:00 P.M., January 17, 2022, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Employment to Class Multi-Family Residential Classification:

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

XIONG, ZE
1715 ONTARIO AVE
SHEBOYGAN, WI 53081

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

THAO, DAO
1213 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

SNITOVSKY, NORMAN & ROBERTA M
1624 W 18TH ST
CHICAGO, IL 60608

SHEBOYGAN LEADERSHIP ACADEMY INC
1305 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

YANG, GE & JENNIFER LY
1215 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

SNITOVSKY, NORMAN
1624 W 18TH ST
CHICAGO, IL 60608

EXCHANGERIGHT NET LEASED PORTFOLIO 30 DST
PO BOX 1159
DEERFIELD, IL 60015

XIONG ZE MAI TENG VUE
1715 ONTARIO AVE
SHEBOYGAN, WI 53081

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

SHEBOYGAN COUNTY WISCONSIN PLANNING &
CONSERVATION DEPT
508 NEW YORK AVE
SHEBOYGAN, WI 53081

SNITOVSKY, NORMAN & ROBERTA M
1624 W 18TH ST
CHICAGO, IL 60608

TOBOTIPE INC
4902 N 18TH ST
SHEBOYGAN, WI 53083

ELMENDORF PROPERTIES LLC
215 FOREST RD
KOHLE, WI 53044

MILLENNIUM PROPERTIES INC
PO BOX 934
SHEBOYGAN, WI 53082

Hearing No. 12 - 21 - 22. February 7, 2022.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN
OFFICIAL ZONING MAP OF THE SHEBOYGAN ZONING ORDINANCE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 7, 2022, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

MEREDITH DEBRUIN
City Clerk

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0005069454	\$33.45	\$0.00	\$33.45	Credit Card	\$0.00	\$33.45
Sales Rep: CKimble		Order Taker: CKimble			<u>Order Created</u>	12/30/2021	
<u>Product</u>			<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>		
GWM-SHE-Sheboygan Press			2	01/21/2022	01/28/2022		
GWM-SHEW-Sheboygan Press Digital			28	01/21/2022	02/17/2022		

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 12/30/2021

NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE CITY OF
SHEBOYGAN
OFFICIAL ZONING MAP OF THE
SHEBOYGAN ZONING ORDINANCE:
Notice is hereby given that a public hearing will be held at 6:00 P.M., January 17, 2022, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.
Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:
Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.
MEREDITH DEBRUIN
City Clerk
Run: January 21, 28 2022 WNAXLP

PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT LOT 7 & 8 BLOCK 80



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

January 28, 2022

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., January 17, 2022, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance of the following described property from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification:

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

XIONG, ZE
1715 ONTARIO AVE
SHEBOYGAN, WI 53081

XIONG ZE MAI TENG VUE
1715 ONTARIO AVE
SHEBOYGAN, WI 53081

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

URBAN GATEWAY LLC
3820 N 13TH ST
SHEBOYGAN, WI 53083

THAO, DAO
1213 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY WISCONSIN PLANNING &
CONSERVATION DEPT
508 NEW YORK AVE
SHEBOYGAN, WI 53081

SNITOVSKY, NORMAN & ROBERTA M
1624 W 18TH ST
CHICAGO, IL 60608

SNITOVSKY, NORMAN & ROBERTA M
1624 W 18TH ST
CHICAGO, IL 60608

SHEBOYGAN LEADERSHIP ACADEMY INC
1305 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

TOBOTIPE INC
4902 N 18TH ST
SHEBOYGAN, WI 53083

YANG, GE & JENNIFER LY
1215 SAINT CLAIR AVE
SHEBOYGAN, WI 53081

ELMENDORF PROPERTIES LLC
215 FOREST RD
KOHLER, WI 53044

SNITOVSKY, NORMAN
1624 W 18TH ST
CHICAGO, IL 60608

MILLENNIUM PROPERTIES INC
PO BOX 934
SHEBOYGAN, WI 53082

EXCHANGERIGHT NET LEASED PORTFOLIO 30 DST
PO BOX 1159
DEERFIELD, IL 60015

II

R. O. No. 125 - 21 - 22. By BOARD OF LICENSE EXAMINERS.
February 7, 2022.

Attached hereto we are submitting application for Building Contractor
License already GRANTED:

34448 Jesus J Cervantes
 3038 S 22nd Street
 Sheboygan, WI 53081-6549

Carpenter Accessory

BOARD OF LICENSE EXAMINERS

R. C. No. 206 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 7, 2022.

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

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 117 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
January 17, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2021 and ending December 31, 2021.

	2019	Y-T-D	2020	Y-T-D	2021
<u>Patrol and Investigations</u>	<u>Actual</u>	<u>12/31/20</u>	<u>Actual</u>	<u>12/31/21</u>	<u>Goals</u>
Homicide	1	2	2	1	0
Rape	31	20	20	39	20
Robbery	10	14	14	5	15
Aggravated Assault	114	107	107	112	100
Violent Crime Total	156	143	143	157	125
Burglary	89	96	96	82	100
Theft	678	689	689	563	900
Motor Vehicle Theft	19	35	35	34	30
Arson	3	10	10	5	5
Property Crime Total	789	830	830	684	1050
Percent of Offenses Cleared	64%	56%	56%	47%	70%
Value of Property Stolen	\$1,170,450	\$475,001	\$475,001	\$711,334	\$500,000
Value of Property Recovered	\$678,222	\$389,071	\$389,071	\$321,044	\$200,000
Percent of Stolen Recovered	57%	82%	82%	45%	40%
Accident Investigations	1,592	1,340	1,340	1,365	1,500
Traffic Stops	4,937	3,455	3,455	4,395	No Goal
Traffic Arrests	3,924	2,611	2,611	3,016	No Goal
Other Arrests	3,204	2,646	2,646	2,810	No Goal
Speed Trailer Deployments	17	8	8	29	20
HVEE Deployments	31	1	1	65	12
Parking Tickets Issued	7,840	6,098	6,098	6,631	10,000
Bicycles Recovered	168	118	118	190	150
Involuntary Commitments	110	101	101	144	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,326	1,216	1,216	1,142	2,750
Open Records Requests	6,546	7,318	7,318	6,502	4,000
Nixle Messages Sent	239	97	97	78	250
Press Releases	28	20	20	18	50
Tweets	224	92	92	111	350
Facebook likes	12,164	14,618	14,618	15,679	13,000
Reported Crime Maps	85	100	100	98	104
Crime Comparison Reports	25	24	24	22	26

CHIEF OF POLICE

IV

R. C. No. 207 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 7, 2022.

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

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 118 - 21 - 22. By FIRE CHIEF. January 17, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2021 and ending December 31, 2021.

	2020 Fourth Quarter	2020 YTD	2021 Fourth Quarter	2021 YTD	2021 Goals
Incident Types					
Fires	14	82	21	87	< 90
Rescue & Emergency Medical Service	1,171	4,321	1,290	4,833	4,300
Non Fires	310	1,260	375	1,379	1,000
TOTAL	1,495	5,663	1,686	6,299	5,300
Station Incident Count Per Station					
Station 1	410	1,620	469	1,809	1,550
Station 2	286	1,016	319	1,239	1,100
Station 3	380	1,400	377	1,459	1,400
Station 4	264	1,026	338	1,163	1,000
Station 5	137	533	173	594	500
Out of City	18	68	10	35	
Fire Loss					
Number of Incidents	10	67	12	54	
Total Pre Incident Value	\$ 11,198,200	\$ 70,450,745	\$ 1,703,800	\$ 95,389,290	
Total Property Loss	\$ 20,800	\$ 458,010	\$ 163,200	\$ 538,550	
Total Content Loss	\$ 6,400	\$ 148,850	\$ 65,800	\$ 546,617	
Total Loss	\$ 27,200	\$ 606,860	\$ 229,000	\$ 1,085,167	
Average Loss	\$ 2,720	\$ 9,057	\$ 19,083	\$ 20,095.69	
Workload					
Inspections	345	2,179	324	2,267	1,926
School Safety Programs/Students	3,116	3,116	3,148	3,148	3,000
Public Events	6	55	13	56	45
Station Tours	0	5	4	9	25
Non-Compliance/ Installed Smoke Alarms	14/16	85/90	21/17	63/82	
Fire Training Hours	1,636	6,494	1,040	4,981	8,000
EMS Training Hours	233	2,275	520.50	2,072	2,100
Investigations	17	88	20	84	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	90%
Fire Average Response Time (380 Seconds)*	92%	89%	79%	79%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards



FIRE CHIEF

R. C. No. 209 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 7, 2022.

Your Committee to whom was referred R. O. No. 120-21-22 by City Clerk submitting various license applications; recommends granting the applications.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 120 - 21 - 22. By CITY CLERK. January 17, 2022.

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

City Clerk

CLASS "B" BEER LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3519	Lupitas Mexican Store LLC (Fast Taco)	2139 S. Business Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3518	LushLounge LLC (LushLounge)	1133 Michigan Avenue

R. C. No. 208 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 7, 2022.

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

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 125- 21 - 22. By Alderpersons Felde and Ackley. January 17, 2022.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2022 through December 31, 2022; and

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

Betty Ackley
Barbara Felde

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

R. C. No. 205 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 7, 2022.

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

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 37 - 21 - 22. By Alderpersons Dekker and Perrella.
January 17, 2022.

AN ORDINANCE changing the speed limit on South 12th Street south of Carmen Avenue from 35 MPH to 25 MPH.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," the speed limit of 35 MPH presently in effect on S. 12th Street is hereby modified to decrease to 25 MPH from the south curb line of Carmen Avenue to 1300 feet south of the south curb line of Carmen Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Dekker

Yanor Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 121 - 21 - 22. By City Clerk. February 7, 2022.

Submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Bader State Lofts LP).

CITY CLERK

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com


January 26, 2022

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Meredith DeBruin, Clerk
City of Sheboygan
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 5308

Process Server 
Date: 1/31/22 Time: 1:10 pm
☐ Personal ☐ Substitute
☐ Posted ☒ Corporate

Dear Clerk:

Re: Tax Parcel No. 59281505650

Now comes Claimant, Badger State Lofts LP, owner of parcel 59281505650 0 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2021, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue in the City.

4. The Property is located at 1031 Maryland Avenue within the City and is identified in the City's records as Tax Parcel No. 59281505650.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

Reinhardt
ATTORNEYS AT LAW

January 26, 2017

Ms. J. M. W. W. W.
1000 10th Street, N.W.
Washington, D.C. 20004

CLAIM FOR EXCESSIVE COMPENSATION

Ms. J. M. W. W. W.
1000 10th Street, N.W.
Washington, D.C. 20004

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.
1000 10th Street, N.W.
Washington, D.C. 20004

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Ms. J. M. W. W. W.

Meredith DeBruin, Clerk
January 26, 2022
Page 2

6. For 2021, property tax was imposed on property in the City at the rate of \$26.210405 per \$1,000 for of the assessed value for Property.

7. For 2021, the City's assessor set the assessment of the Property at \$2,759,000.

8. Claimant did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Claimant was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

9. The City imposed tax on the Property in the amount of \$374,992.28.

10. Claimant timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

11. The fair market value of the Property as of January 1, 2021 was no higher than \$6,500,000.

12. Based on the aggregate ratio 78.6759827%, the correct assessment of the Property for 2021 is no higher than \$5,113,939.

13. Based on the tax rate of \$26.210405 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than \$134,038.

14. The 2021 assessment of the Property, as set by the City's Board of Assessors and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 was excessive in at least the amount of \$240,954.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2021 tax in the amount of \$240,954, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is \$240,954, plus interest thereon.

Meredith DeBruin, Clerk
January 26, 2022
Page 3

Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,



Don M. Millis
Agent for Claimant

46684067

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the 1970s
the 1970s

the 1970s

II

R. O. No. 122 - 21 - 22. By City Clerk. February 7, 2022.

Submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC).

FAP

CITY CLERK

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 31, 2022

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server
Date: 1/31/22 Time: 1:38 pm
☐ Personal ☐ Substitute
☐ Posted ☒ Corporate

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Account Nos. 59281860858P and
59281860857P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2021 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Numbers 59281860858P and 59281860857P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

Ms. Meredith DeBruin
January 31, 2022
Page 2

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed Statements of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2021 ("Statements"). The Statements properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim at the following amounts as of January 1, 2021 ("Assessed Values"):

Account No.	Assessment
59281860858P	\$600,000
59281860857P	\$ 14,150

7. Based on the Assessed Values, the City issued the Claimant 2021 tax bills in the following amounts ("Tax Bills"):

Account No.	Tax
59281860858P	\$15,726.25
59281860857P	\$ 370.87

8. The Claimant timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$16,097.12, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,


Kristina E. Somers



Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 31, 2022

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Account Nos. 59281860858P and
59281860857P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2021 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Numbers 59281860858P and 59281860857P.
2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.
4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

Ms. Meredith DeBruin
January 31, 2022
Page 2

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed Statements of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2021 ("Statements"). The Statements properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim at the following amounts as of January 1, 2021 ("Assessed Values"):

Account No.	Assessment
59281860858P	\$600,000
59281860857P	\$ 14,150

7. Based on the Assessed Values, the City issued the Claimant 2021 tax bills in the following amounts ("Tax Bills"):

Account No.	Tax
59281860858P	\$15,726.25
59281860857P	\$ 370.87

8. The Claimant timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$16,097.12, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,


Kristina E. Somers

R. O. No. 123 - 21 - 22. By FINANCE DIRECTOR. February 7, 2022.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00.

FINANCE DIRECTOR



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

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

WEBSITE
www.sheboyganwi.gov

IN **Item 19.**
Customer Copy

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

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

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂

Promptly Send Payment To:



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

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

INVOICE

Remit Portion

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

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

II

R. O. No. 124 - 21 - 22. By CITY CLERK. February 7, 2022.

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

City Clerk

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

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3527	Young Trustt Entertainment LLC (West Coast Café and Lounge)	1210 Michigan Avenue

ALPS

Res. No. 126 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan and Rogers Behavioral Health.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that von Briesen & Roper, s.c. needs to begin their representation of Rogers Behavioral Health as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to execute the conflict waiver letter, a copy of which is attached hereto.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



TAGLaw International Lawyers

James R. Macy
Direct Telephone
920-232-4841
jmacy@vonbriesen.com

January 21, 2022

VIA PDF E-MAIL

(Charles.Adams@sheboyganwi.gov)

Charles Adams, City Attorney
City of Sheboygan City Hall
828 Center Avenue, Suite 210
City of Sheboygan 53081

Re: Request for waiver of conflict

Dear Attorney Adams:

Other partners in my firm, von Briesen & Roper, s.c. (sometimes referred to herein as "we"), have been asked to represent Rogers Behavioral Health on potential property tax matters (the "Scope of Work") related to property located in the City of Sheboygan (the "City"). As we discussed, our firm also assists the City of Sheboygan on other unrelated matters.

Pursuant to this letter, we ask that the City consent to waive this potential conflict of interest before my partners commence any work on the Scope of Work.

Under Wisconsin Supreme Court Rule 20:1.7, if there is a potential for a conflict of interest, we may only represent both clients if: (1) we reasonably believe that we can provide competent and diligent representation to each affected client; (2) the representation of each client is unrelated; (3) the representation of both clients is not prohibited by law; and (4) each client gives informed consent to the representation, in writing.

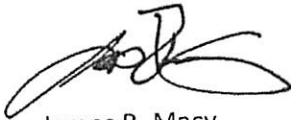
We would like to continue performing services for the City. We must obtain informed client consent where the representation of a client would be adverse to another client, even if the representations are with respect to unrelated matters. The primary reason for obtaining this client consent is that no client should need to be concerned that its attorneys may have divided loyalties or that confidential information might be used against it. In asking for this consent, we assure you that we will not use any of your information delivered to us against you. In addition, we do not believe there is any material risk that my partners' representation of Rogers Behavioral Health with respect to the Scope of Work will adversely affect our representation of the City.

Charles Adams, Esq.
January 21, 2022
Page 2 of 2

By executing this conflict waiver letter, you agree that we may represent Rogers Behavioral Health with respect to the Scope of Work. We appreciate your attention to this matter. Please feel free to contact me with any questions.

Very truly yours,

von BRIESEN & ROPER, s.c.



James R. Macy

ACKNOWLEDGED AND AGREED
CITY OF SHEBOYGAN

By: _____
Name: _____
Title: _____



TAGLaw International Lawyers

James R. Macy
 Direct Telephone
 920-232-4841
 jmacy@vonbriesen.com

January 21, 2022

VIA PDF E-MAIL

(Charles.Adams@sheboyganwi.gov)

Charles Adams, City Attorney
 City of Sheboygan City Hall
 828 Center Avenue, Suite 210
 City of Sheboygan 53081

Re: Request for waiver of conflict

Dear Attorney Adams:

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We would like to continue performing services for the City. We must obtain informed client consent where the representation of a client would be adverse to another client, even if the representations are with respect to unrelated matters. The primary reason for obtaining this client consent is that no client should need to be concerned that its attorneys may have divided loyalties or that confidential information might be used against it. In asking for this consent, we assure you that we will not use any of your information delivered to us against you. In addition, we do not believe there is any material risk that my partners' representation of Rogers Behavioral Health with respect to the Scope of Work will adversely affect our representation of the City.

Charles Adams, Esq.
January 21, 2022
Page 2 of 2

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Very truly yours,

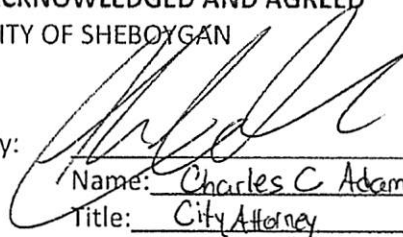
von BRIESEN & ROPER, s.c.



James R. Macy

ACKNOWLEDGED AND AGREED
CITY OF SHEBOYGAN

By:


Name: Charles C. Adams
Title: City Attorney

III

Res. No. 129 - 21 - 22. By Alderpersons Dekker and Mitchell.
February 7, 2022.

A RESOLUTION authorizing the Mayor to execute the 2022 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the contract was already approved by the Transit Commission at their January 18, 2022 meeting, and the commencement date on the contract is January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute said 2022 General Contract, a copy of which is attached hereto.

Suspend rules
Adopt Res

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2022 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2022 through December 31, 2022 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Jaclyn Moglowsky/Michelle Acevedo, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is _____, and Employer Identification Number (EIN) is _____.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 - grant award from State of Wisconsin	\$360,126.00	1	year	\$360,126.00
Total:				\$360,756.00

For children served through the Children's Wavier program:

**The rate paid is determined by the State Children's Waiver rate schedule and, when applicable, acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf>).

For-Profit Providers

Annual allowable profit is determined by applying a percentage equal to 7.5 percent (7.5%) of net allowable operating costs plus 15 percent (15%) applied to the average net equity, the sum of which may not exceed ten percent (10%) of net allowable operating costs. All other profit is unallowable.

Non-Profit Providers

Annual allowable retention is determined by applying a percentage equal to 5 percent (5%) of revenue received under the contract. The retained surplus is property of the provider.

Upon written request to the Provider received no later than 6 months after the date of the audit, Provider shall return to County funds paid per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

Comprehensive General Liability: minimum of \$1,000,000
 Auto Liability (if applicable): minimum of \$1,000,000
 Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
 Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers must submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2022 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2022 for the CRC period of January 1, 2022 - December 31, 2025.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>.

Additional resources and training information are available at:
<https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.
2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx>
5. Provide language services/assistance (including written translation of vital documents) to individuals requesting or applying for services who are deaf, hard of hearing, blind or low vision, or limited English proficient (LEP) to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- D. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. 46.036(4)(c) and 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (**cumulative across all Wisconsin counties**), unless the audit requirement is waived by the State of Wisconsin or the County. The audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

State Single Audit Guidelines is available at <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at <https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above and Provider will notify the County of this extension. The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.

- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.
- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
 - 1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 - 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 - 3. Disallow the cost of audits that do not meet these standards; and/or
 - 4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
 - 5. Require modified monitoring and/or reporting provisions;
 - 6. Assess financial sanctions or penalties;
 - 7. Discontinue contracting with the Provider;
 - 8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and

approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.

- E. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- F. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- G. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. Provider will screen staff to assure that clients that may be vulnerable due to age, illness and/or disability are not at risk or danger of abuse or exploitation.

Providers funded by Purchaser may not employ, contract with, or accept volunteer services from individuals convicted of child abuse, neglect, or maltreatment; a violation of the Vulnerable Adult Law (S940.285 and S940.295 WI Stats.); or a felony involving physical harm to any Health and Human service program participant. Agencies shall ensure that applicants for employment or persons currently employed by the provider do not have histories indicating violations of these laws.

Effective October 1, 1998, background checks are mandated for all persons seeking employment or employed in the caregiving industry. All caregiving service providers, regulated under Chapter 48, Chapter 50, and others included in 1997 Wisconsin Act 27, must comply with the requirements of DHS 12 (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12).

Provider shall obtain a criminal background check to assure that employees have not engaged in criminal behaviors that might result in clients being at risk. The check should be completed prior to employment whenever possible or as soon as possible after employment if deemed necessary. Purchaser reserves the right to review compliance on a need-to-know basis or to comply with State or Federal audit requirements.

After the initial background check, Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the

duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

Records of recruiting and hiring policies and procedures documenting efforts to protect clients shall be maintained. Those records are expected to be available to Purchaser staff for inspection if deemed necessary to assure compliance with these expectations.

Individuals or entities delivering services under this contract to participants may not be named as beneficiaries of life insurance policies purchased by or on behalf of program participants. Provider shall ensure that program participants or their guardians are permitted to designate the individual or agency of their choosing to act as their representative payee administering benefits such as Social Security or SSI or other federal, state, or private pension or related benefits.

Provider shall inform the county agency of all reports of alleged abuse/neglect/exploitation no later than 24 hours following the incident. Weekends and holidays are excluded from the 24-hour requirement, but reports shall be made on the first business day following the incident. Purchaser shall ensure that the person's guardian has been informed of any report of alleged abuse/neglect/exploitation and the results of any investigation made by the agency. If the abuse/neglect/exploitation involves a crime (such as rape, assault, or theft), the applicable law enforcement agency must be notified. **Provider and Purchaser will work together to develop a safety plan for participants that may include suspending individual employees allegedly involved in an allegation and removing the participant until the allegations are successfully resolved. Safety efforts will emphasize allowing the participant to remain in the service setting. Providers inability to comply with these expectations could lead to a termination of the contract.**

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.

- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes are subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
1. Personally Identifiable Information;
 2. Individually Identifiable Health Information;
 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 4. Information designated as confidential in writing by the County.
- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual’s Social Security Number;
 2. The individual’s driver’s license number or state identification number;
 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 4. The individual’s DNA profile; or
 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.
- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from

Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.

- F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider's personnel files and be available as requested by the County.

XVII. Confidentiality of Substance Use Disorder Patient Records

All case information, paper records, written information, and any electronic data contained in client records in connection with substance use disorder treatment and/or services is governed by the Federal Regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records 42 CFR Part 2 (<https://www.ecfr.gov/current/title-42/chapter-I/subchapter-A/part-2>), therefore, the Provider :

1. Acknowledges that in receiving, storing or otherwise dealing with any information from the County that it is fully bound by the requirements of 42 CFR Part 2 and any relevant state laws.
2. Agrees that it will institute appropriate procedures for safeguarding such information, particularly patient identifying information; and
3. Agrees that it will resist in judicial proceedings any efforts to obtain access to any information pertaining to patients otherwise than as expressly provided for in 42 CFR Part 2 and any relevant state laws.
4. Provider recognizes that any unauthorized disclosure of patient information is a federal criminal offense punishable by a fine of not more than \$500.00 in the case of a first offense and not more than \$5,000.00 in the case of each subsequent offense.

XVIII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

- B. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- C. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- D. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XIX. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XXI. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

 Matthew Strittmater, Director
 County's Authorized Representative
 Sheboygan County Health & Human Services

 Date

For Provider:

 Provider's Authorized Representative

 Date

Title: _____

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

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

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date)
1-1-00 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 5

ATTORNEY

1 **BROKER DRAFTING THIS OFFER ON** 1/21/22 [DATE] IS ~~(AGENT OF SELLER)~~ (AGENT OF BUYER) ~~(DUAL AGENT)~~ **STRIKE TWO**
2 **GENERAL PROVISIONS** The Buyer, James T. Passmore

3 offers to purchase the Property known as [Street Address] Lot 11, located adjacent to and immediately East of
4 513 N. 8th in the City of Sheboygan, County of Sheboygan

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 **PURCHASE PRICE:** Thirty thousand and no/100 Dollars (\$ 30,000.00)

7 **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A

8 will be paid within N/A days of acceptance.

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

10 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
11 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

12 and the following additional items: None.

13 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None.

14 **"Fixture"** is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
15 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
16 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
17 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

18 **ZONING:** Seller represents that the Property is zoned

19 **ACCEPTANCE:** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
20 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider
21 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

22 **BINDING ACCEPTANCE:** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
23 before January 22, 2022. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

24 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Offer, delivery of documents and written notices

25 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

26 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

27 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

28 for delivery to the Party's delivery address at lines 31 or 33.

29 Seller's recipient for delivery (optional):

30 Seller's delivery address:

31 Buyer's recipient for delivery (optional):

32 Buyer's delivery address:

33 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

34 (3) By fax transmission of the document or written notice to the following telephone number:

35 Buyer: () Seller: ()

36 **OCCUPANCY:** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
37 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. CAUTION: Consider an agreement

38 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

39 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
40 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**

41 lease(s), if any, are None.

42 **PLACE OF CLOSING:** This transaction is to be closed at the place designated by Buyer's mortgagee or

43 no later than February 1, 2022 unless another date or place is agreed to in writing.

44 **CLOSING PRORATIONS:** The following taxes shall be prorated at closing: real estate taxes, transfer taxes, documentary taxes,

45 property taxes, social security taxes, fuel and

46 Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

47 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

48 the net general real estate taxes for the preceding year) (N/A) **STRIKE AND COMPLETE AS APPLICABLE**

49 **CAUTION:** If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending

50 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

51 **PROPERTY CONDITION PROVISIONS**

52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

53 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

54 Report dated N/A, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

55 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

56 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

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

[page 2 of 5]

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

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

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

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

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

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

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

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

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

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

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

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

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

97 in these contingencies.

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

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

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

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

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

103 which are hereby authorized.

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

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

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

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

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

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

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

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

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

113 changes approved by Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

133 **PROPERTY ADDRESS:** Lot 11 located East of 513 N. 8th St., Sheboygan, WI [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE:** "Time is of the Essence" as to: ~~(1) Payment of the purchase price; (2) Closing; (3) Acceptance; (4)~~
 135 ~~any other date or deadline expressed in this Offer~~ **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: None.

136 If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does

137 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

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

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

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this

150 Offer. The financing selected shall be in an amount of not less than \$_____ for a term of not less than _____ years,

151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$_____.

152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

159 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall

160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted

162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES:**

180 _____

181 _____

182 _____

183 _____

184 _____

185 _____

186 _____

187 _____

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

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

193 restrictions and covenants, general taxes levied in the year of closing ~~XXX~~

194 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

285 development: _____

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

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

288 _____; water _____; telephone _____; other _____.

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

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

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

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

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

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

295 if any, and: _____.

296 STRIKE AND COMPLETE AS APPLICABLE Additional map features

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

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

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

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

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

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

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

304 Buyer's expense, of the Property and _____ which discloses no defects as defined below. This contingency shall be deemed satisfied

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

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

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

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

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

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

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

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

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

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

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

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

317 Buyer's Signature ▲ Print Name Here: _____

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

319 _____ Broker (By) _____

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

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

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

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

324 Seller's Signature ▲ Print Name Here: _____

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

326 Seller's Signature ▲ Print Name Here: _____

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

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

329 Seller Initials _____ Date _____ Seller Initials _____ Date _____

III

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

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

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

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

RECITALS

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

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

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

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

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

AGREEMENT

**ARTICLE I.
DEFINITIONS**

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

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

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

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

ARTICLE II. DEVELOPMENT INCENTIVE PAYMENT PROVISIONS

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

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

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

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. INDEMNIFICATION OF THE CITY

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

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

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

ARTICLE V. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

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

CITY OF SHEBOYGAN

CORTA SHEBOYGAN, LLC

BY: _____
Ryan Sorenson, Mayor

BY: _____
Cory Presnick

ATTEST: _____
Meredith DeBruin, City Clerk

NS RETAIL HOLDINGS, LLC

BY: _____
Kirk Klatt

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

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

Notary Public, State of Wisconsin
My commission expires _____

STATE OF FLORIDA)
) ss
 _____ COUNTY)

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

Notary Public, State of Florida
My commission expires _____

STATE OF TEXAS)
) ss
 _____ COUNTY)

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

Notary Public, State of Texas
My commission expires _____

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

This instrument drafted by:

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

III

Res. No. 131 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,215,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$2,215,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2022A (the "Notes") in an amount of approximately \$2,215,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

FAP

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

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

Dated _____, 2022. _____, City Clerk

Approved _____, 2022. _____, Mayor

Res. No. 134 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund.

WHEREAS, in 1992, the Redevelopment Authority entered into a developer's agreement with Heartland Properties to provide three individual loans totaling \$840,004; and

WHEREAS, under these loans, Heartland Properties was to pay interest expenses equivalent to the interest rates on the City's borrowed funds in TID 6; and

WHEREAS, Heartland Properties used the loan proceeds to renovate three buildings on South 8th Street into affordable housing developments; and

WHEREAS, during an audit of this loan, it was determined that principal payments from Heartland Properties were receipted to the Tax Incremental District 6 Debt Fund, not the Redevelopment Authority Fund, as should have occurred; and

WHEREAS, on December 15, 2021, the Redevelopment Authority approved a payoff request from Heartland Properties, in the amount of \$463,816, to close out the three loans; and

WHEREAS, at this time it is appropriate to transfer the payments made toward the loan by Heartland Properties (which included payments from Heartland Properties that were incorrectly receipted in the Tax Incremental District 6 Debt Fund and property tax payments which, pursuant to the terms of the developer's agreement counted toward the loan repayment) to the Redevelopment Authority Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Redevelopment Authority Fund - Interfund Transfer from TID 6 Debt Fund (Account No. 29515100-492304) by \$376,188.

BE IT FURTHER RESOLVED: That the funding to support the transfer shall come from an increase in the previously budgeted appropriation for TID 6 Debt Fund - Interfund to Redevelopment Authority (Account No. 30481400-811295) in the same amount.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the corresponding transfer associated with this budget appropriation.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

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

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TEMPORARY EASEMENT

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

WITNESSETH:

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

RETURN TO:

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

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

59281435677
Parcel Ident. No.

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

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

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

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

GRANTOR:

BY: _____
Danny K. Eirich

BY: _____
JoAnn Eirich

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

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

 Notary Public, State of Wisconsin
 My commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

 Ryan Sorenson
 Mayor

 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

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

 Notary Public, State of Wisconsin
 My commission expires _____

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

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

III

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

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

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

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

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

REGARDING THE PURCHASE OF STREET TREES

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

BACKGROUND

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

Article 1. Purchase of Goods

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

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

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

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

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

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

Article 2. Cost

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

Vendor shall submit the invoice to:

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

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

Article 3. City's Representative

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

Article 4. Terms and Conditions

A. Entire Agreement

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

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

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

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

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

B. Access to Records

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

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

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

C. Appropriation of Funds

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

D. Assignment

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

E. Compliance with Laws

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

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

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

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

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

F. Conflict of Interest

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

G. Force Majeure

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

H. Governing Law and Venue.

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

I. Indemnification

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

J. Independent Contractor

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

K. Insurance

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

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

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

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

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

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

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

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

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

L. Intent to Be Bound

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

M. Non-Collusion

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

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

N. Non-Discrimination

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

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

O. Notices

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

City:

Vendor:

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

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

P. Severability

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

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

Q. Schedule

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

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

R. Termination

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

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

S. Third Party Rights

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

T. Vendor's Representations

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

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

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

U. Waiver

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

V. Weapons Prohibition

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

W. Other Provisions

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

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

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

CITY OF SHEBOYGAN, WISCONSIN

VENDOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

This Agreement Authorized by Resolution _____

EXHIBIT 1



ORIGINAL

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

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

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

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

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

Bernard R. Rammer
Purchasing Agent

53520

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

1. GENERAL INFORMATION

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

2. DELIVERY

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

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

3. PLANT SPECIFICATIONS

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

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

4. INSPECTION

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

FIRM NAME: Schichtel's Nursery, Inc.

City of Sheboygan
Spring 2022 Bidder's List

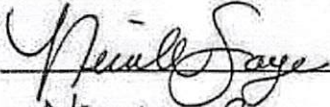
Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem	Price Each	Price Total
1	30	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory'	X	X
	(36) 1.5"	proposed substitution: <i>Cornus mas</i> 'Saffron Sentinel'	#89.00	#2,670.00
2	30	spring flurry serviceberry, <i>Amelanchier laevis</i>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

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

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

53450.00

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

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

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

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

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

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

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

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

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

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

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

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

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

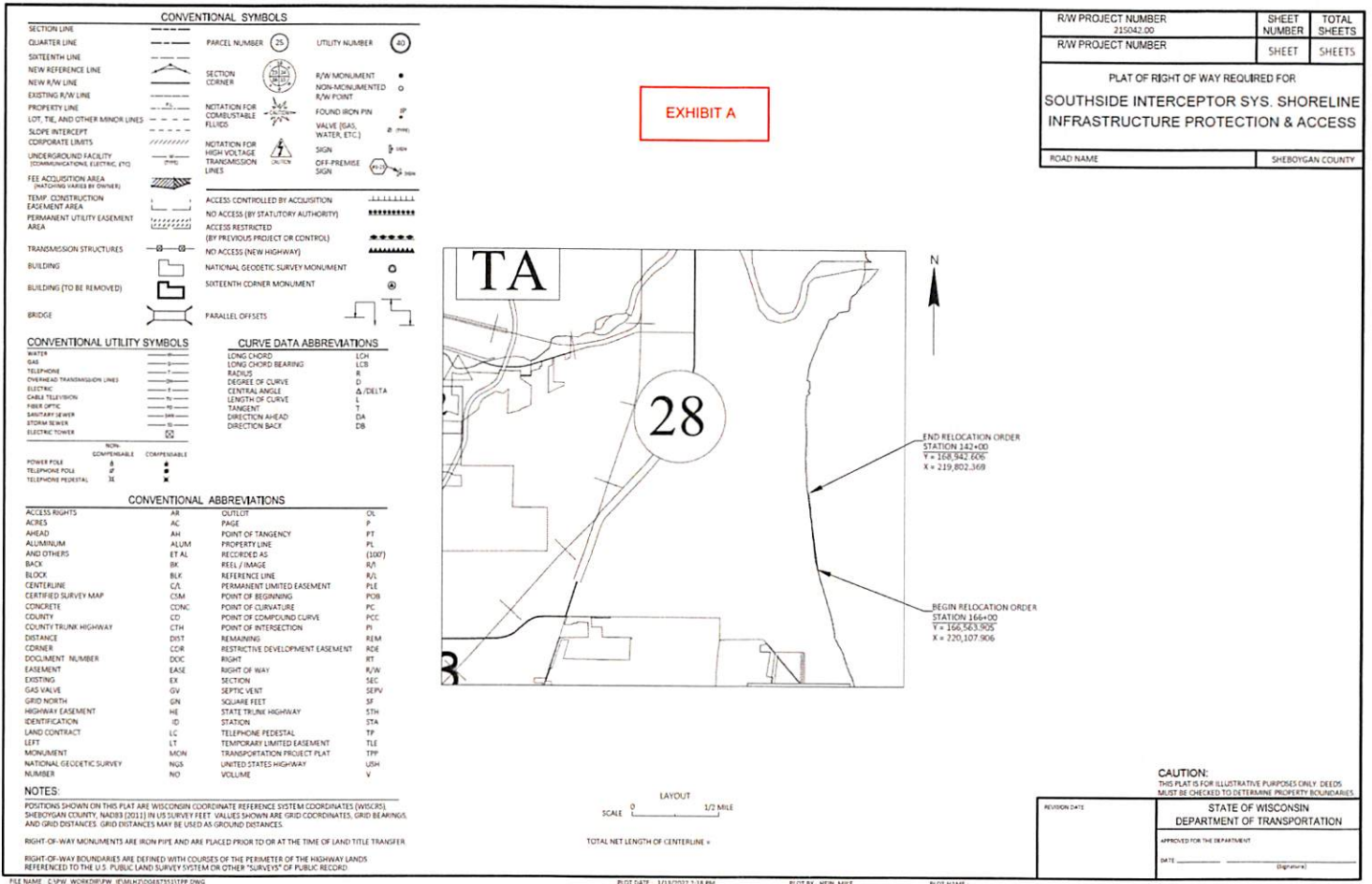
BE IT FURTHER RESOLVED: That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance of this Relocation Order, including the payment of funds to acquire the necessary easements (to the extent funds have been appropriated)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

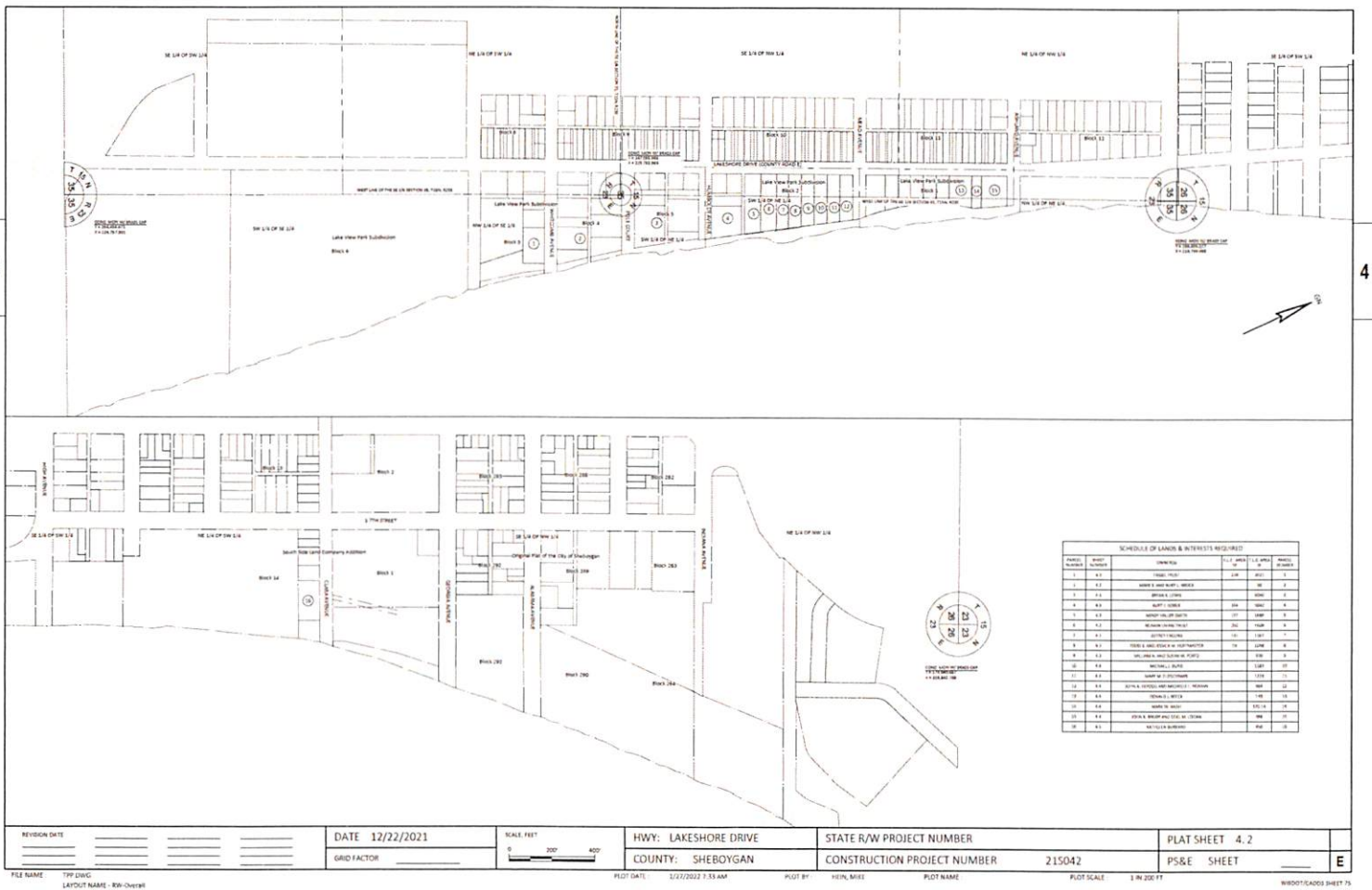
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

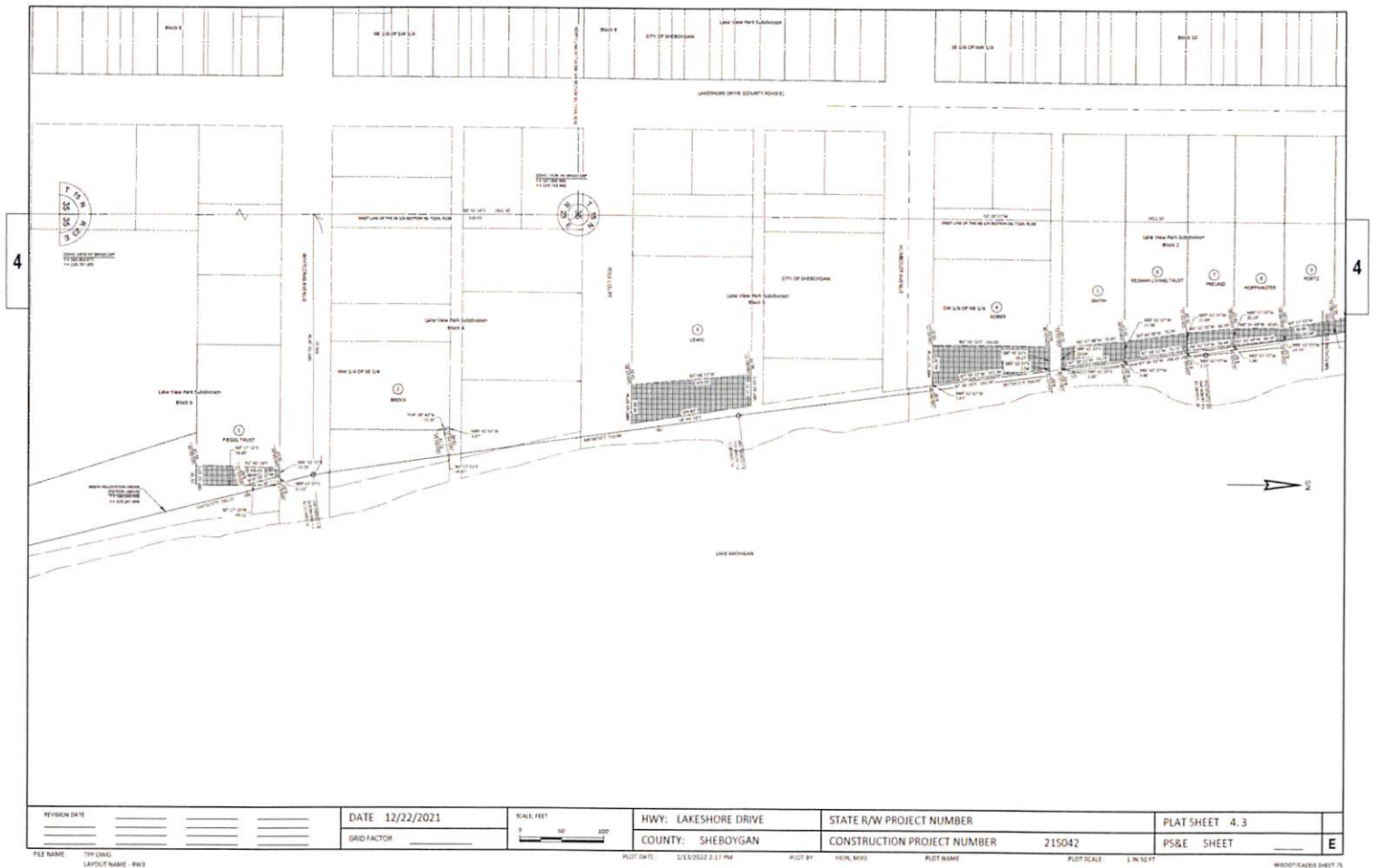
Dated _____ 20____. _____, City Clerk

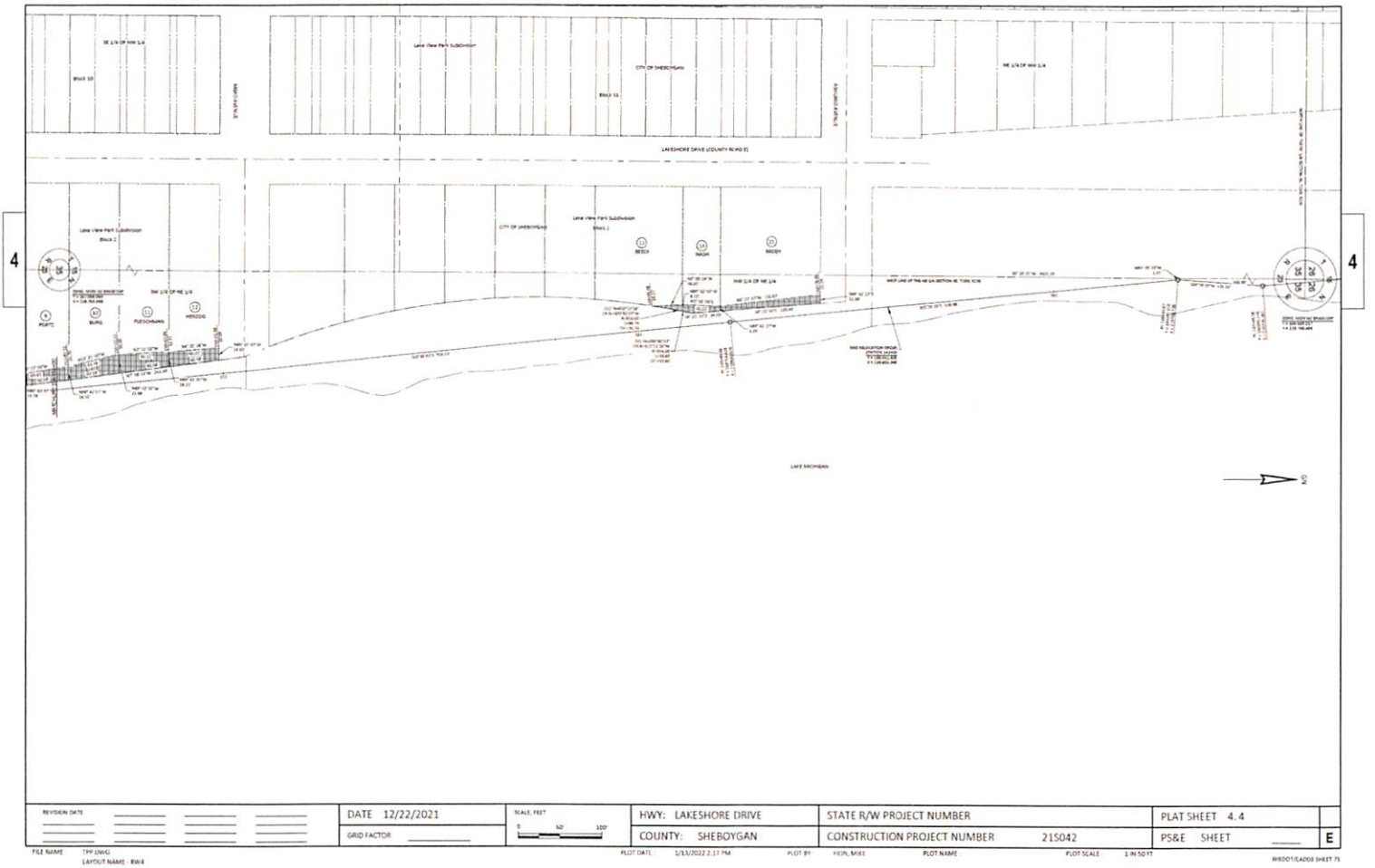
Approved _____ 20____. _____, Mayor

EXHIBIT A

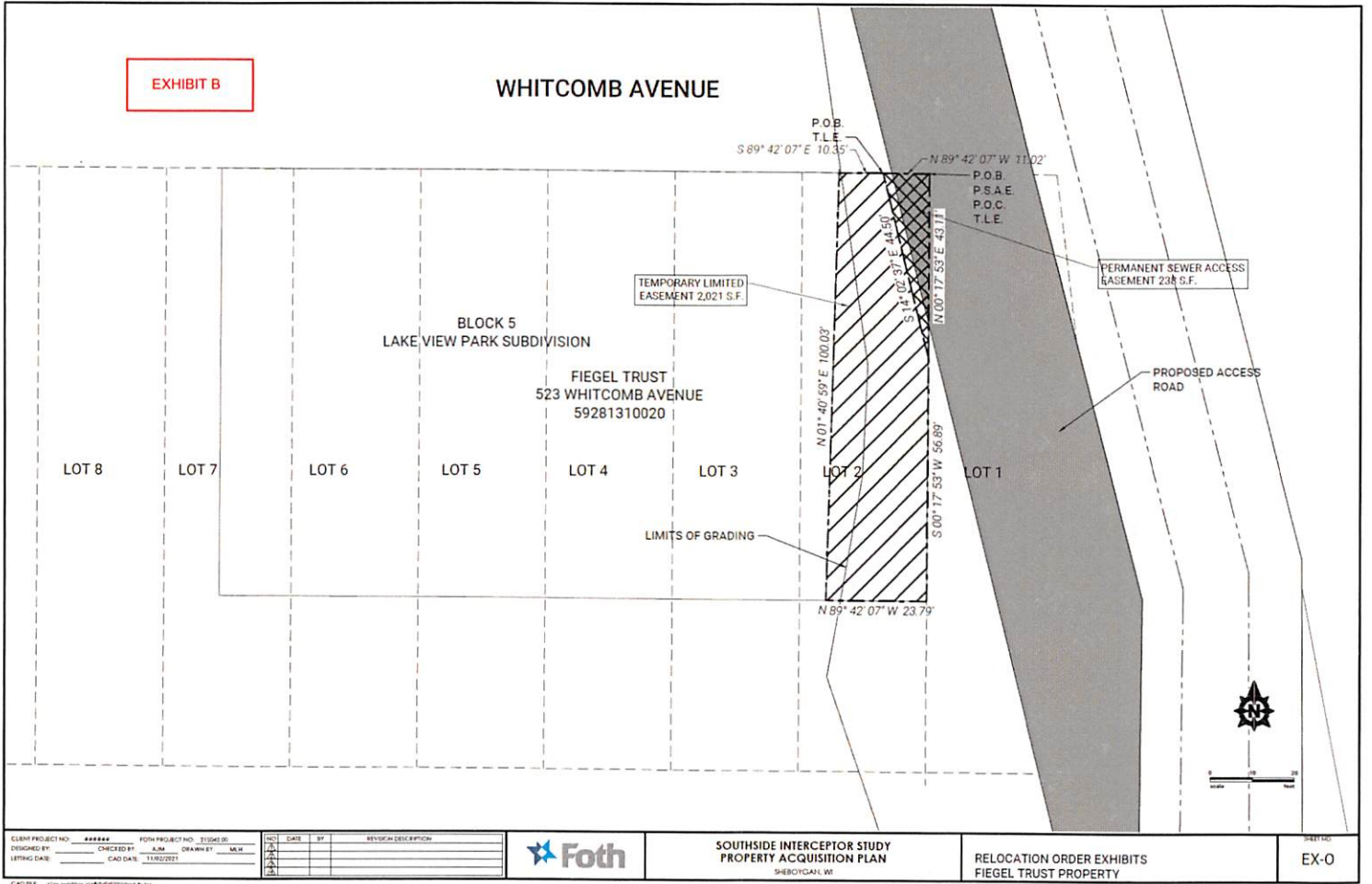












Proposed Permanent sewer access easement (Fiegel Trust property)

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

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

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

Proposed Temporary limited easement (Fiegel Trust property)

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

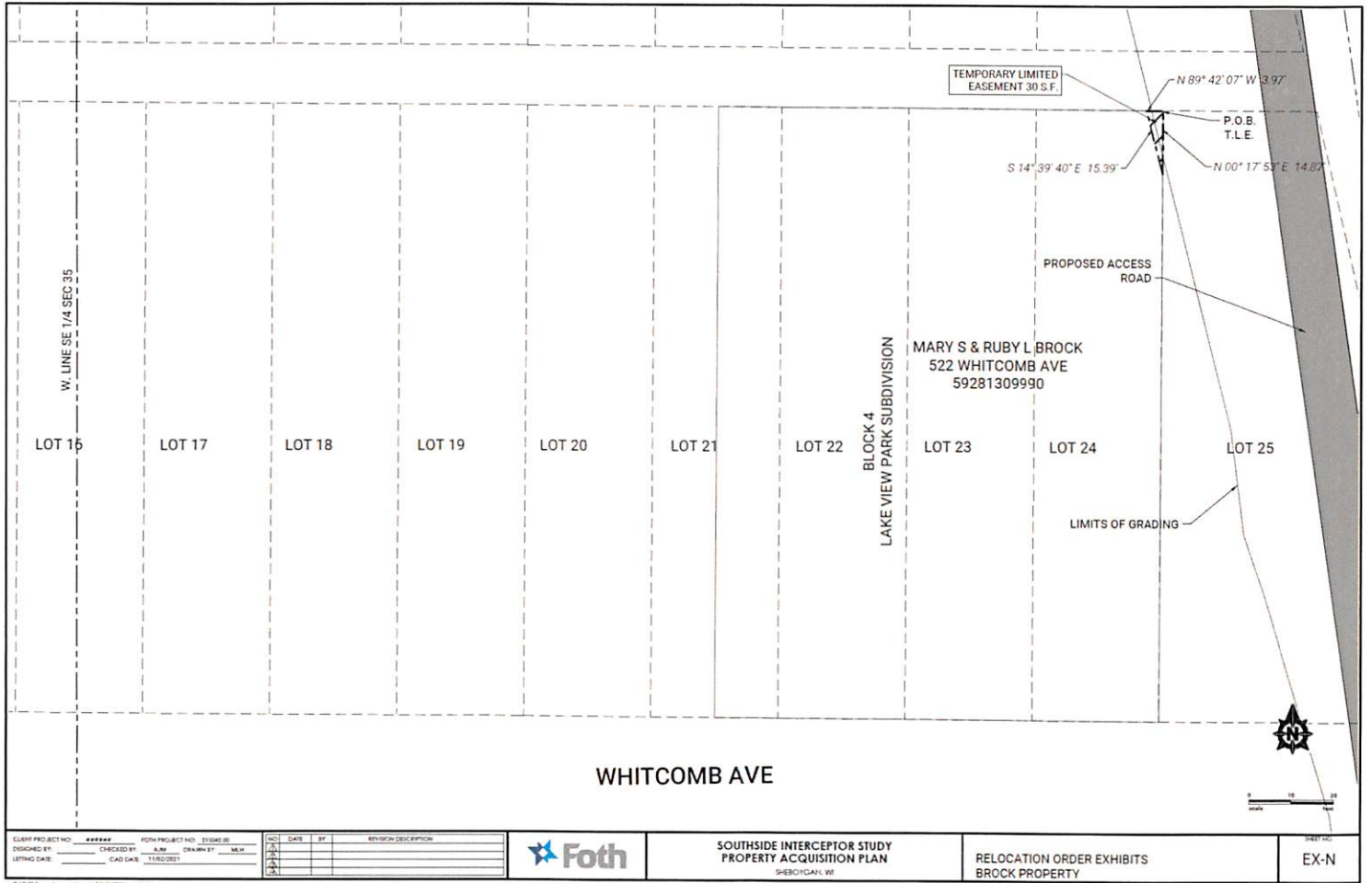
Commencing at the Northeast corner of Lot 2, Block 5, Lake View Park Subdivision; Thence North 89° 42' 07" West 11.02 feet along the North line of said Lot 2 to the point of beginning of the lands being described; Thence South 14°02'37" East 44.50 feet to a point on East line of Lot 2, Block 5; Thence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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 523 Whitcomb Avenue
Tax Key No. 59281310020



Proposed Temporary limited easement (Brock property)

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

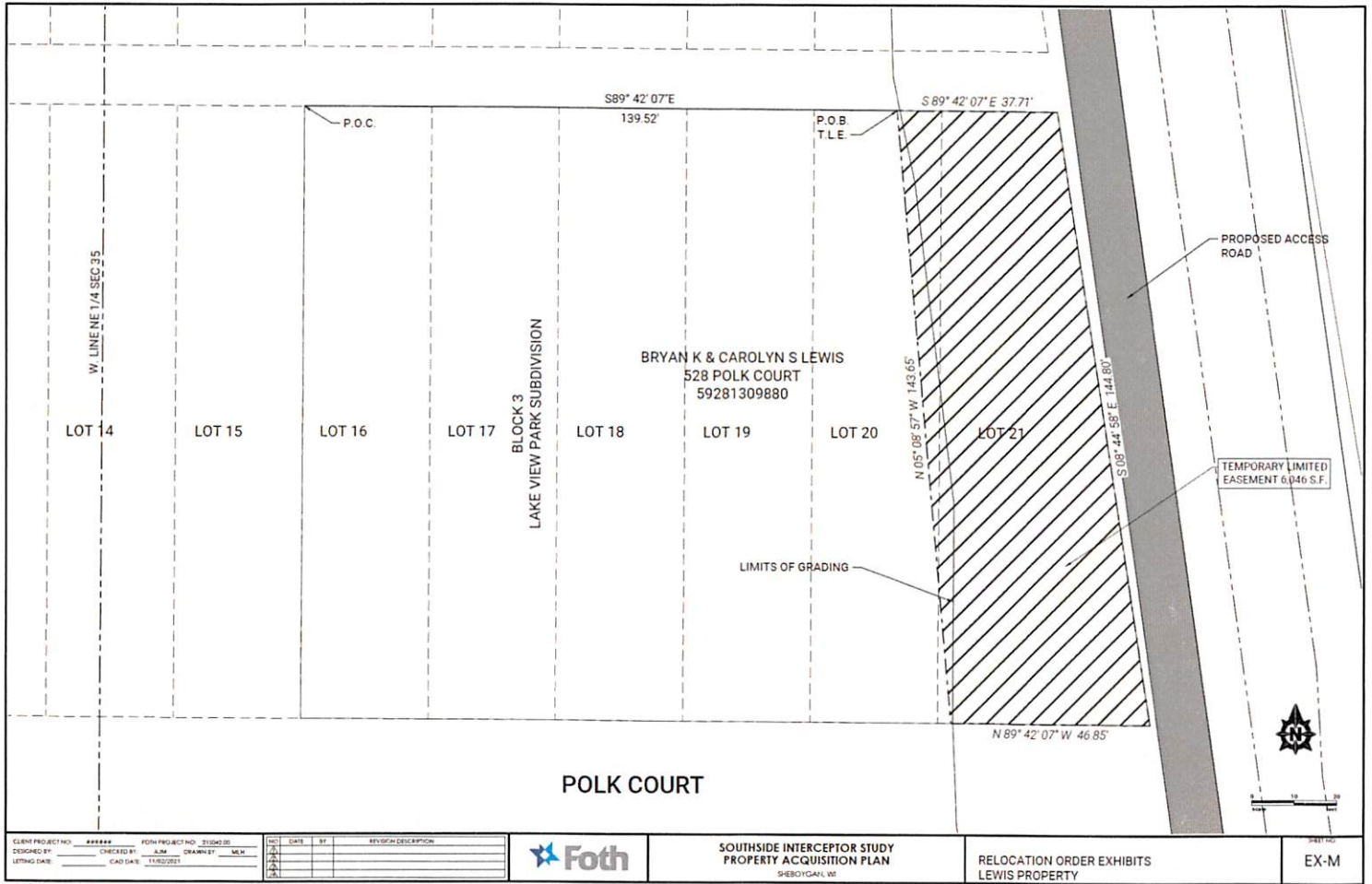
Beginning at the Northeast corner of Lot 24, Block 4, Lake View Park Subdivision; Thence North 89° 42' 07" West along the North line of said Lot 24 a distance of 3.97 feet; Thence South 14° 39' 40" East to the East line of Said Lot 24; Thence North 00° 17' 53" East 14.87 feet along said East line, to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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 522 Whitcomb Avenue
Tax Key No. 59281309990



Proposed Temporary limited easement (Lewis property)

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

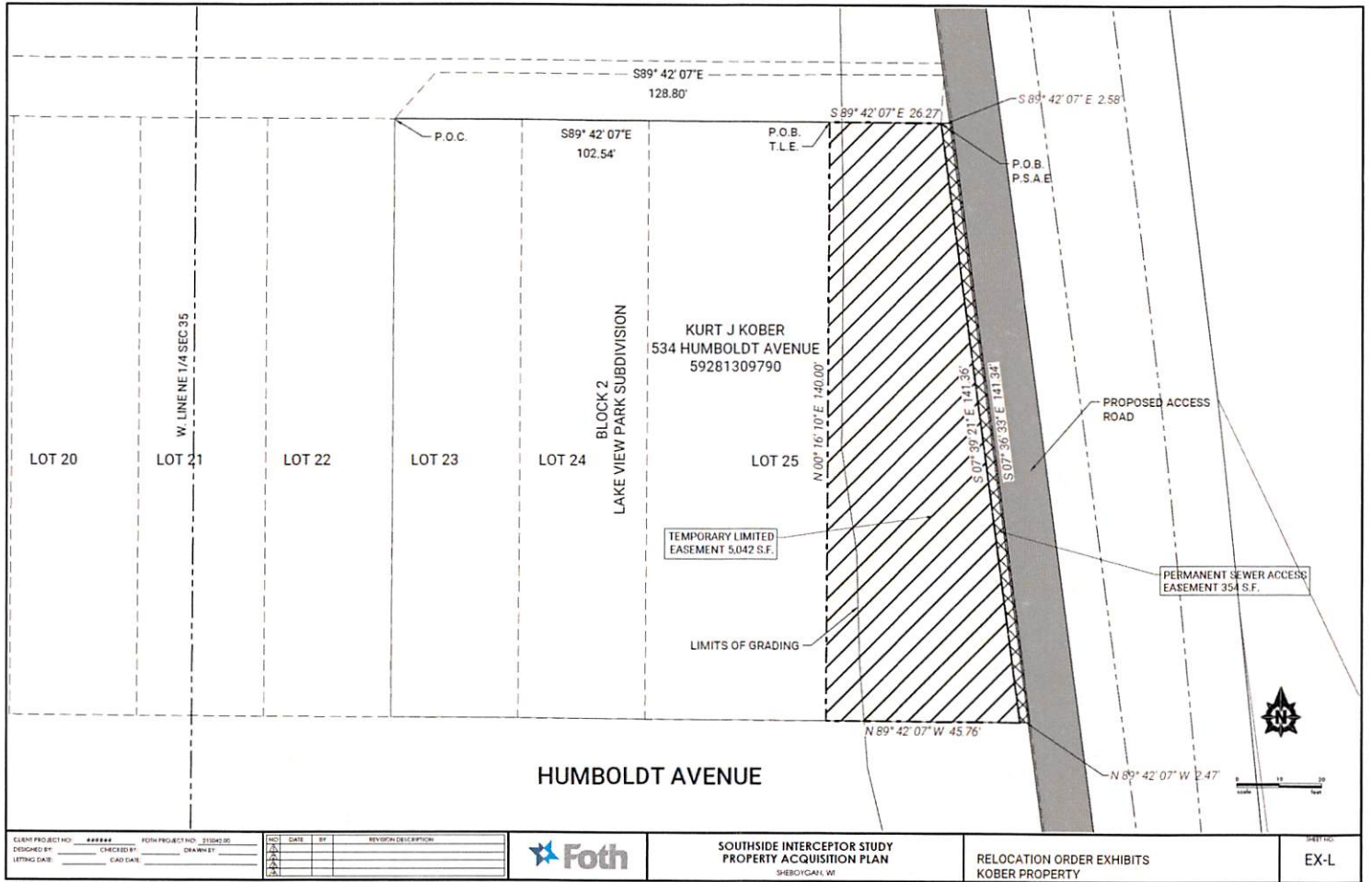
Commencing at the Northwest corner of Lot 16, Block 3, Lake View Park Subdivision; Thence South 89° 42' 07" East 139.52 feet along the North line of said Lot 16, Lot 17, Lot 18, Lot 19 and Lot 20 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 37.71 feet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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 528 Polk Court
Tax Key No. 59281309880



Proposed Permanent sewer easement (Kober property)

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

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

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

Proposed Temporary limited easement (Kober property)

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

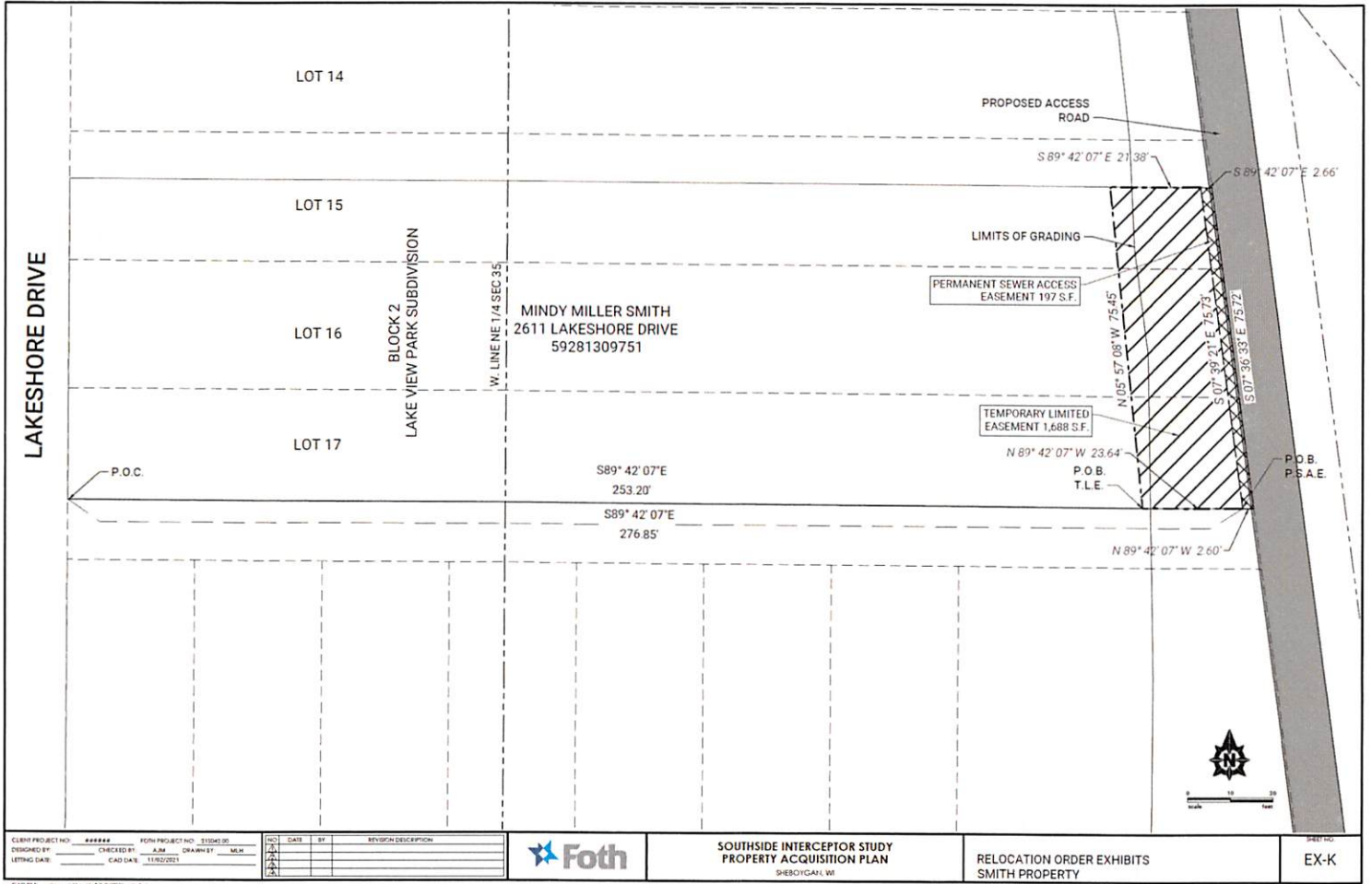
Commencing at the Northwest corner of Lot 23, Block 2, Lake View Park Subdivision; Thence South 89° 42' 07" East 102.54 feet along the North line of said Lot 23, Lot 24 and Lot 25 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 26.27 feet along the North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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 534 Humboldt Avenue
Tax Key No. 59281309790



Proposed Permanent sewer access easement (Smith property)

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

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

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

Proposed Temporary limited easement (Smith property)

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

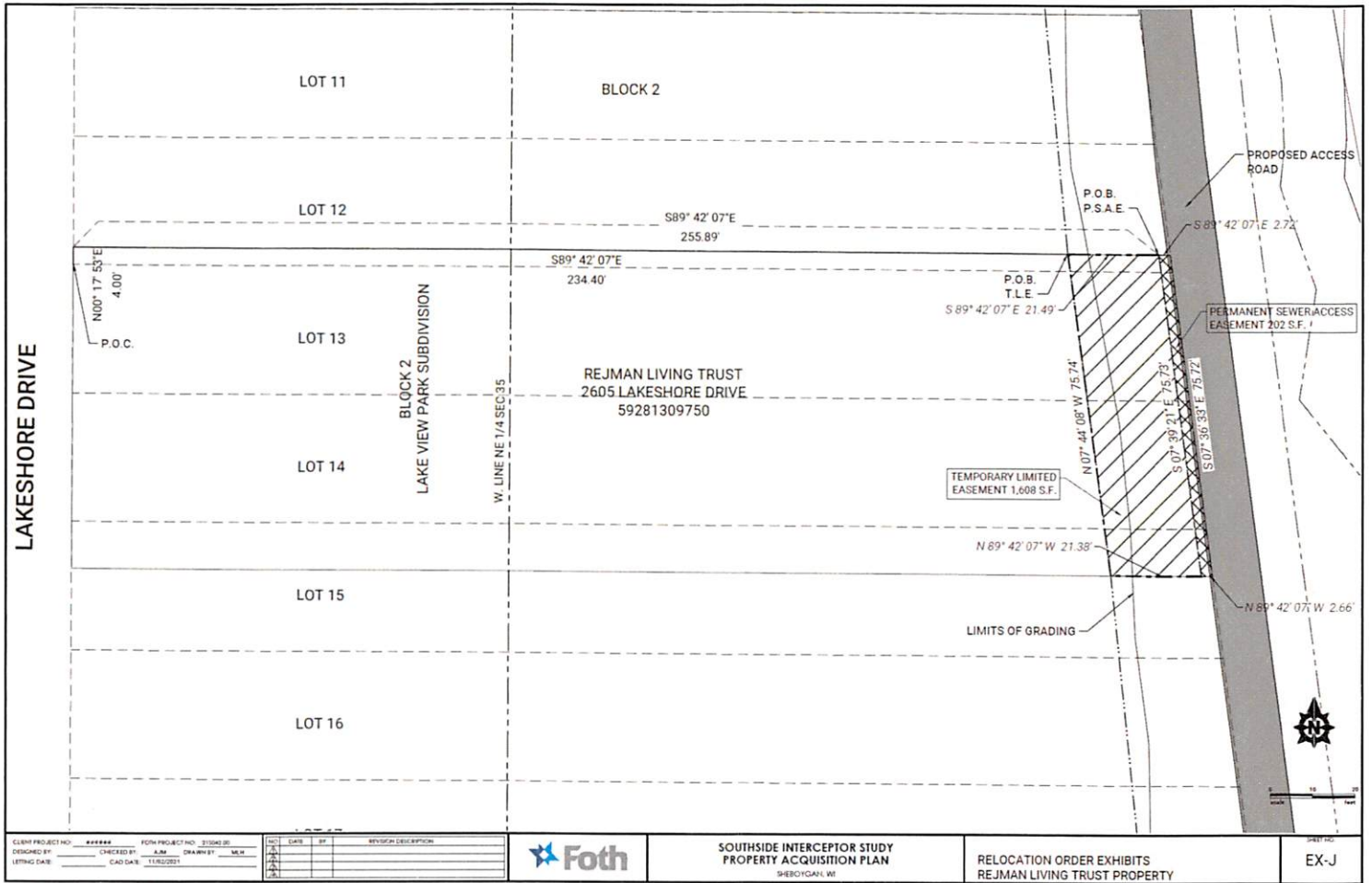
Commencing at the Southwest corner of Lot 17, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 253.20 feet along the said South line of to the point of beginning of the lands being described; Thence North 05°57'08" West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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2611 Lakeshore Drive
Tax Key No. 59281309751



Proposed Permanent sewer access easement (Rejman Living Trust property)

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

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

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

Proposed Temporary limited easement (Rejman Living Trust property)

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

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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2605 Lakeshore Drive
Tax Key No. 59281309750



Proposed Permanent sewer access easement (Freund property)

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

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

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

Proposed Temporary limited easement (Freund property)

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

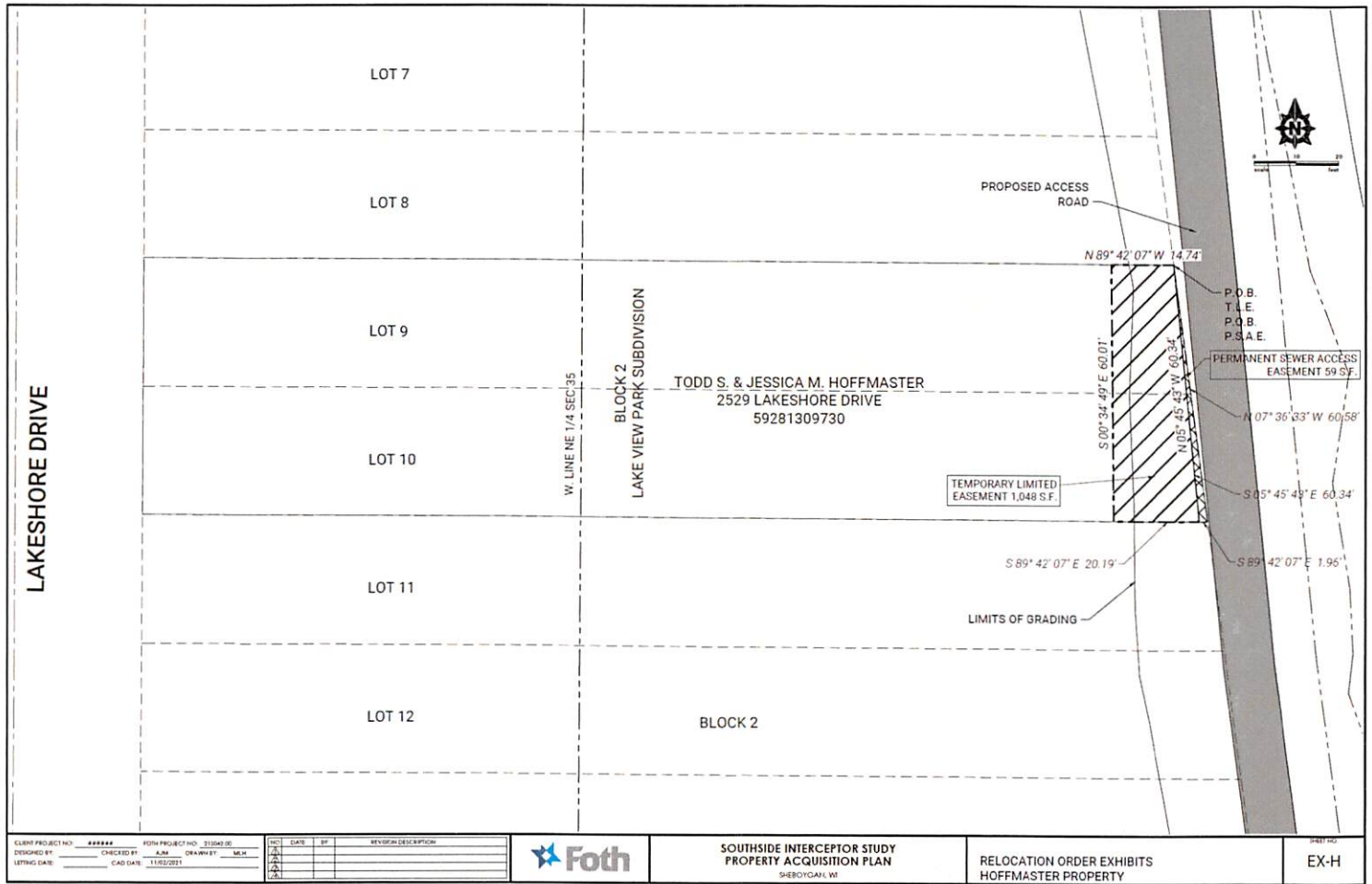
Commencing at the Northwest corner of Lot 11, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 228.68 feet along the North line of said Lot 11 to the point of beginning of the lands being described; Thence continuing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

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

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2533 Lakeshore Drive
Tax Key No. 59281309740



Proposed Permanent sewer access easement (Hoffmaster property)

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

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

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

Proposed Temporary limited easement (Hoffmaster property)

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

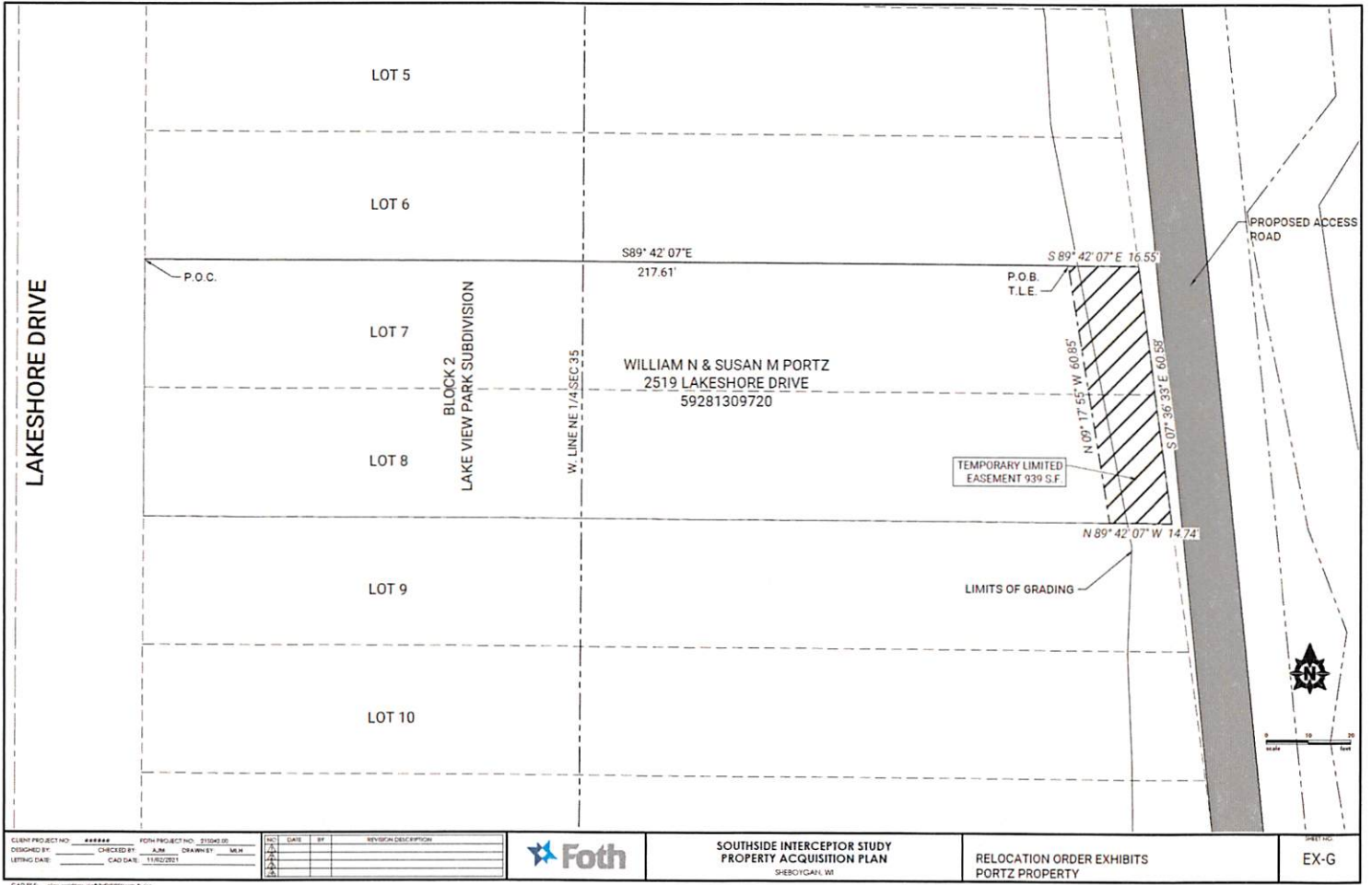
Beginning at the Northeast corner of Lot 9, Block 2, Lake View Park Subdivision; Thence North 89°42'07" West 14.74 feet along the North line of said Lot 9; Thence South 00°34'49" East 60.01 feet to the South line of Lot 10; Thence South 89°42'07" East along said South line 20.19 feet; Thence North 05°45'43"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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2529 Lakeshore Drive
Tax Key No. 59281309730



Proposed Temporary limited easement (Portz property)

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

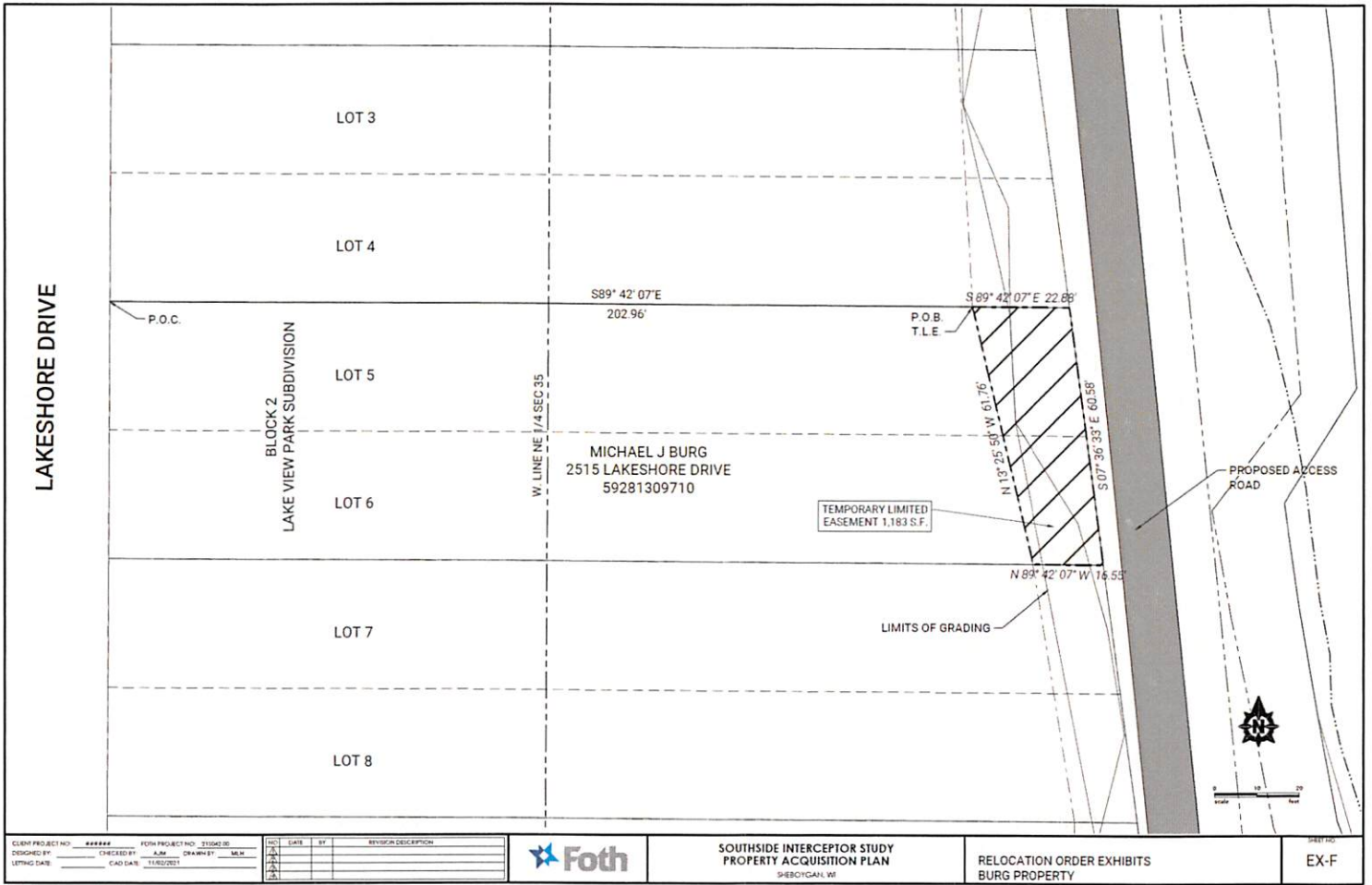
Commencing at the Northwest corner of Lot 7, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 217.61 feet along the North line of said Lot 7 to the point of beginning of the lands being described; Thence continuing South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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2519 Lakeshore Drive
Tax Key No. 59281309720



Proposed Temporary limited easement (Burg property)

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

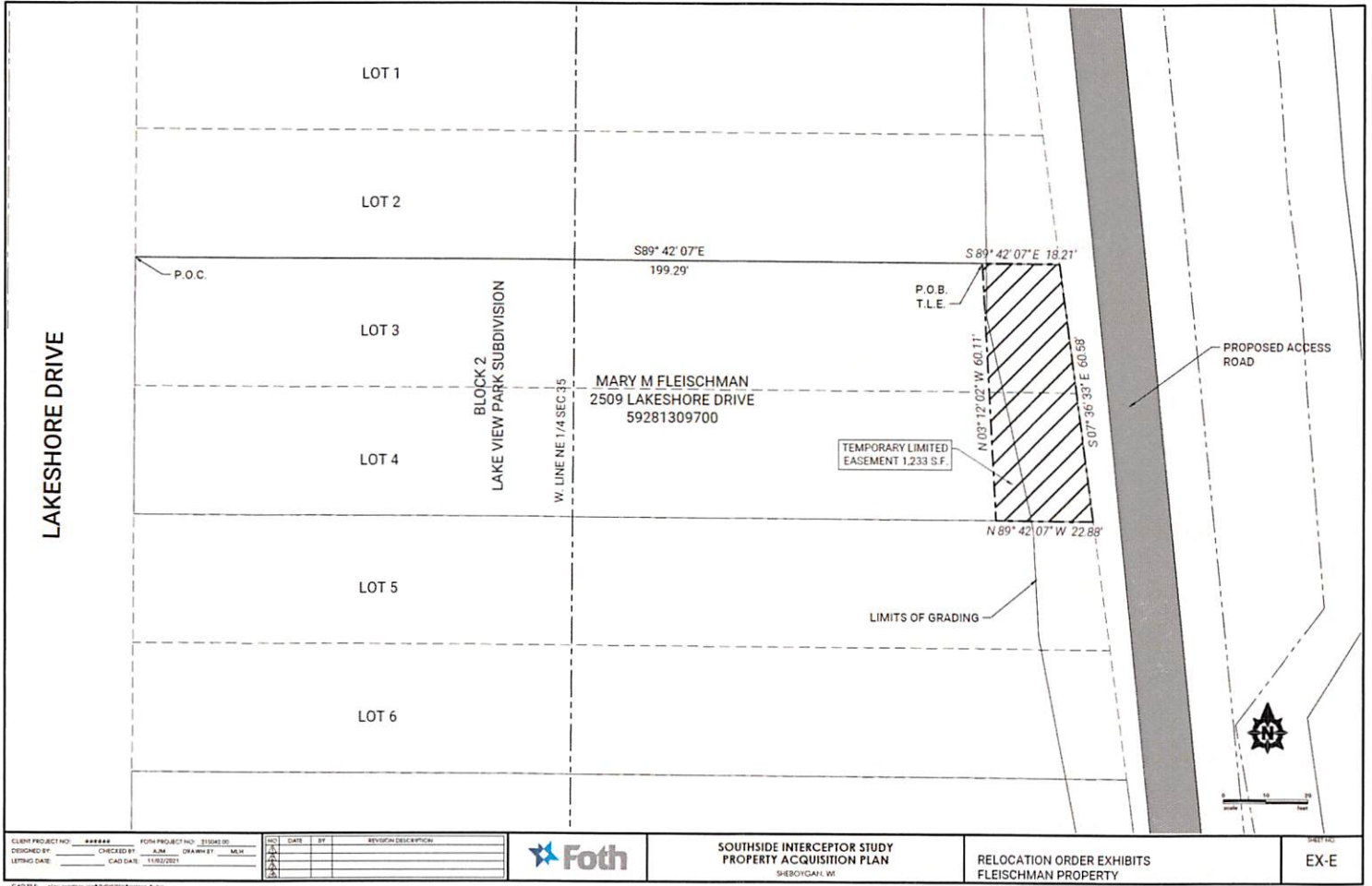
Commencing at the Northwest corner of Lot 5, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 202.96 feet along North line of said Lot 5 to point of beginning of lands being described; Thence South $89^{\circ}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

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

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2515 Lakeshore Drive
Tax Key No. 59281309710



Proposed Temporary limited easement (Fleischman property)

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

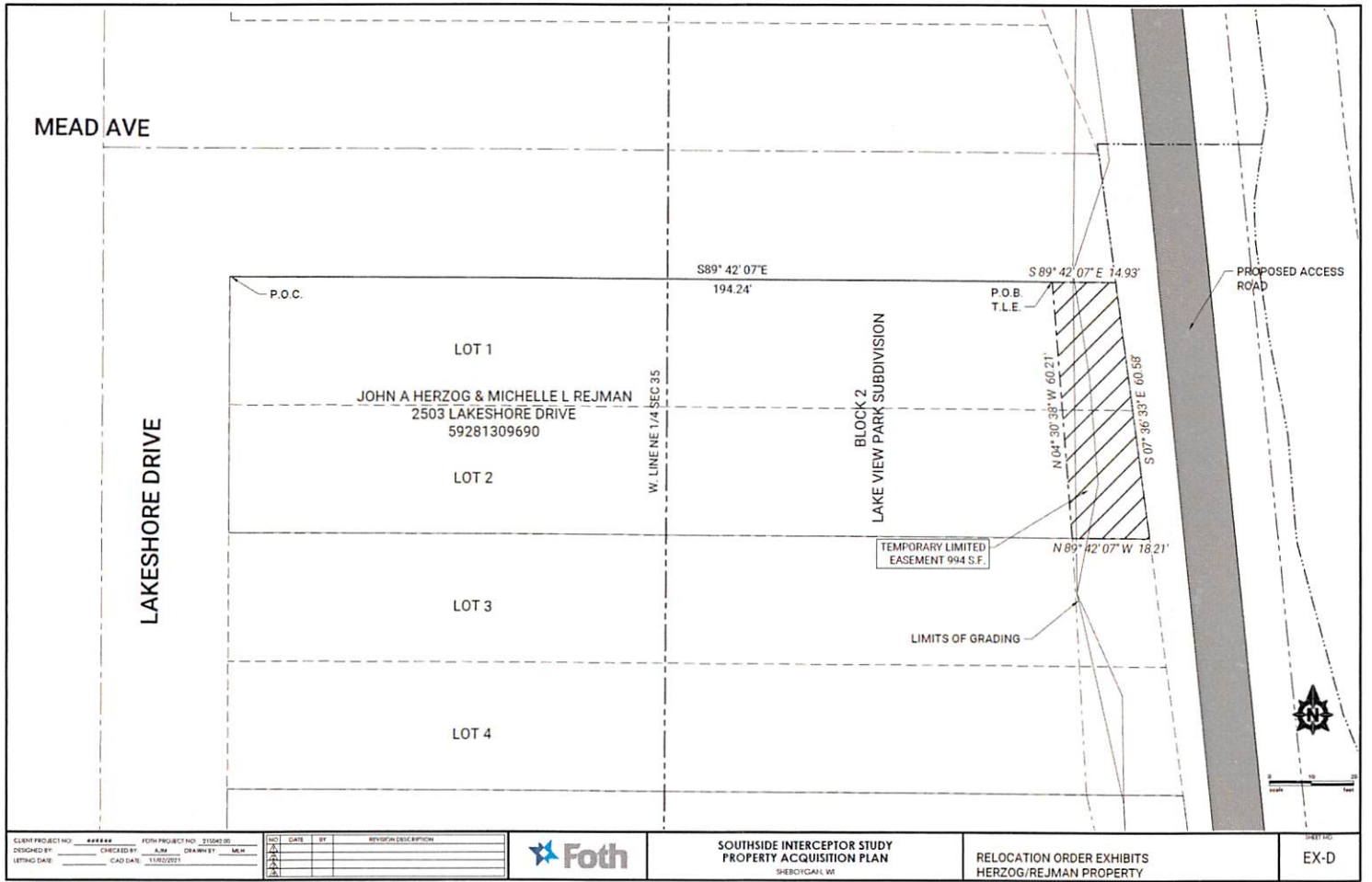
Commencing at the Northwest corner of Lot 3, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 199.29 feet along the North line of said Lot 3 to the point of beginning of the lands being described; Thence continuing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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2509 Lakeshore Drive
Tax Key No. 59281309700



Proposed Temporary limited easement (Herzog/Rejman property)

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

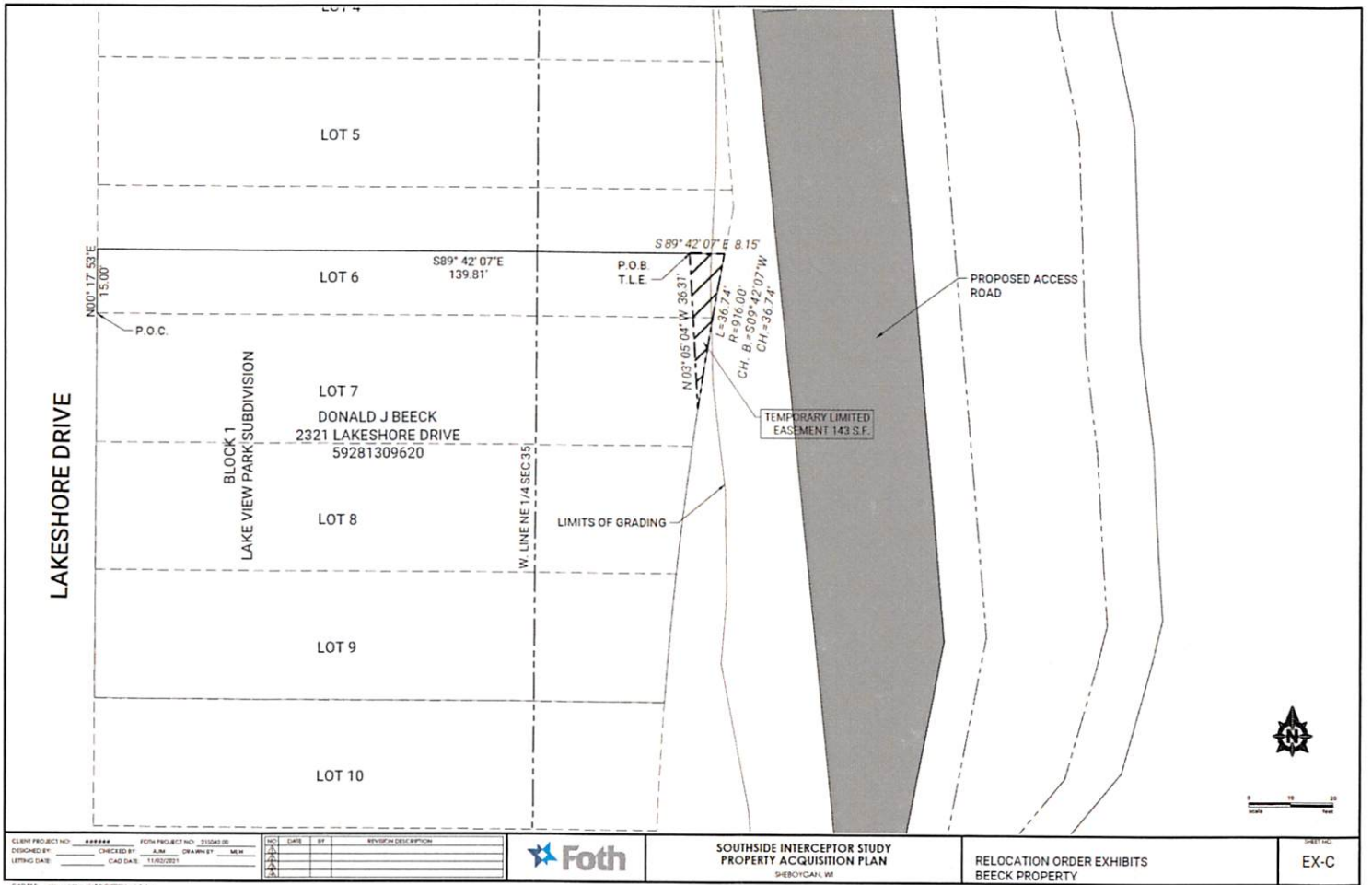
Commencing at the Northwest corner of Lot 1, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 194.24 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing South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

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

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2503 Lakeshore Drive
Tax Key No. 59281309690



Proposed Temporary limited easement (Beeck property)

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

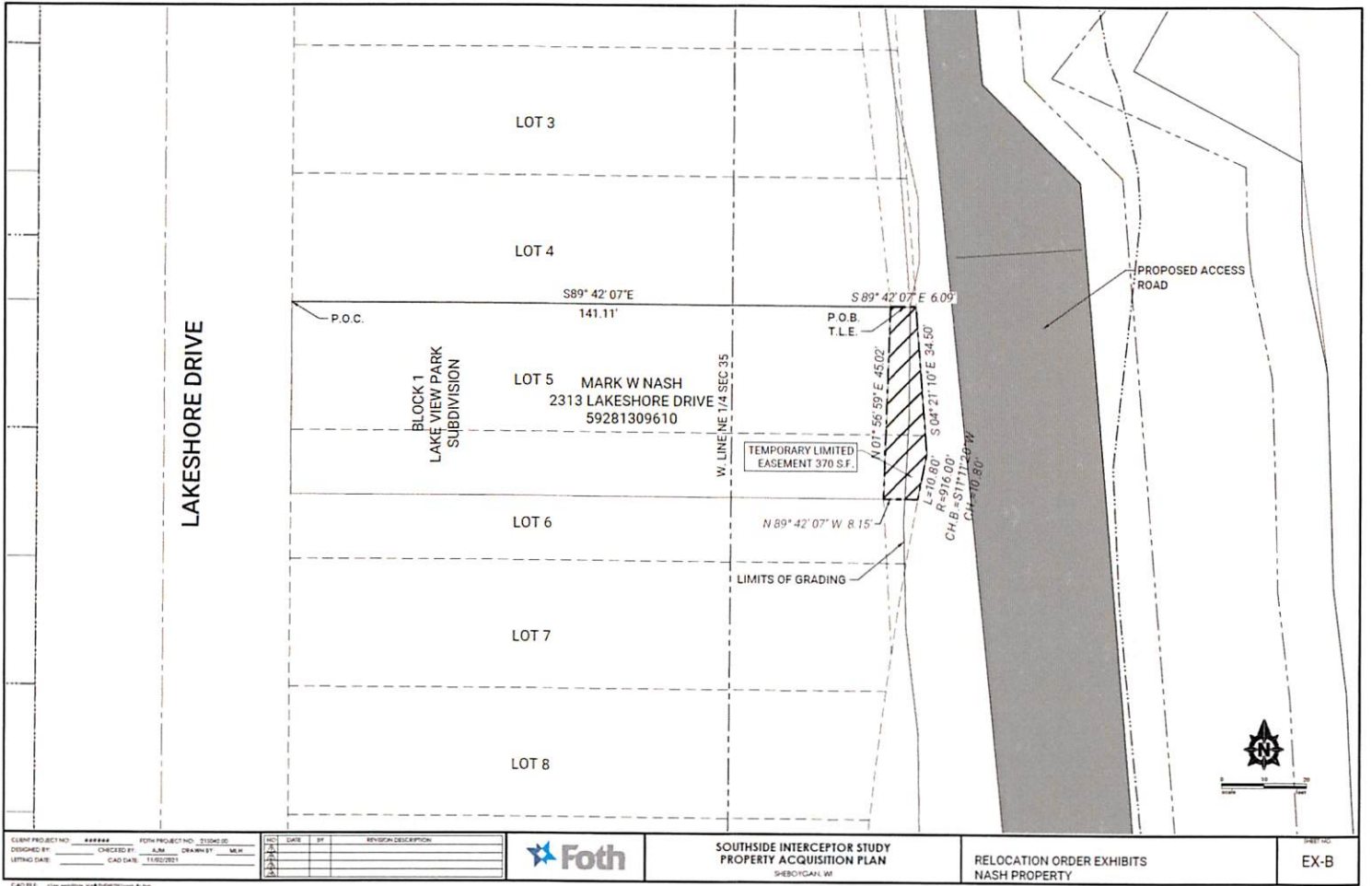
Commencing at the Southwest corner of Lot 6, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00° 17' 53" East along said East right of way line of Lakeshore Drive 15.00 feet, to the Northwest corner of property described in Doc. No.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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2321 Lakeshore Drive
Tax Key No. 59281309620



Proposed Temporary limited easement (Nash property)

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

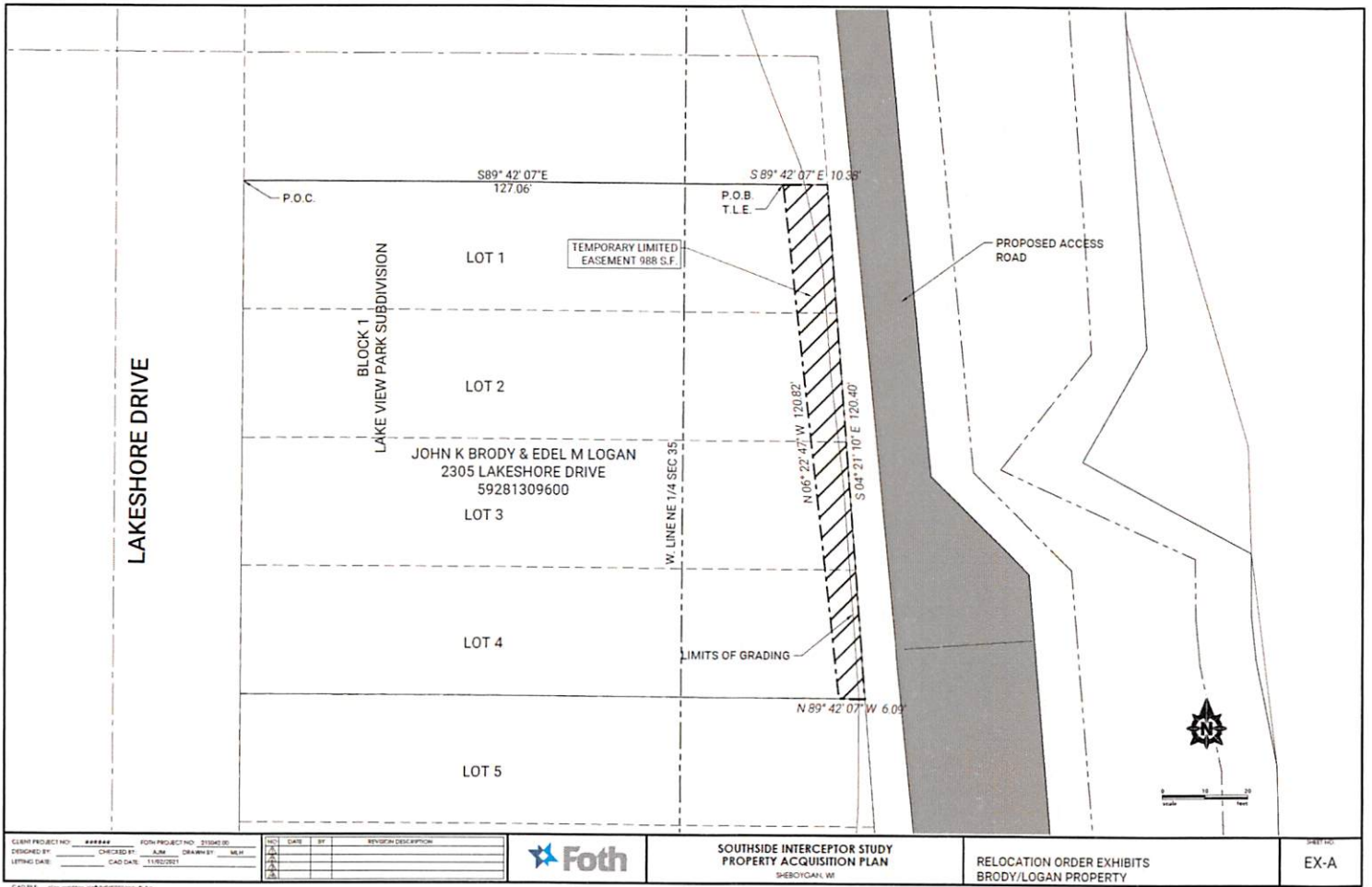
Commencing at the Northwest corner of Lot 5, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 141.11 feet along the North line of said Lot 5 to the point of beginning of the lands being described; Thence continuing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

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

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2313 Lakeshore Drive
Tax Key No. 59281309610



Proposed Temporary limited easement (Brody/Logan property)

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

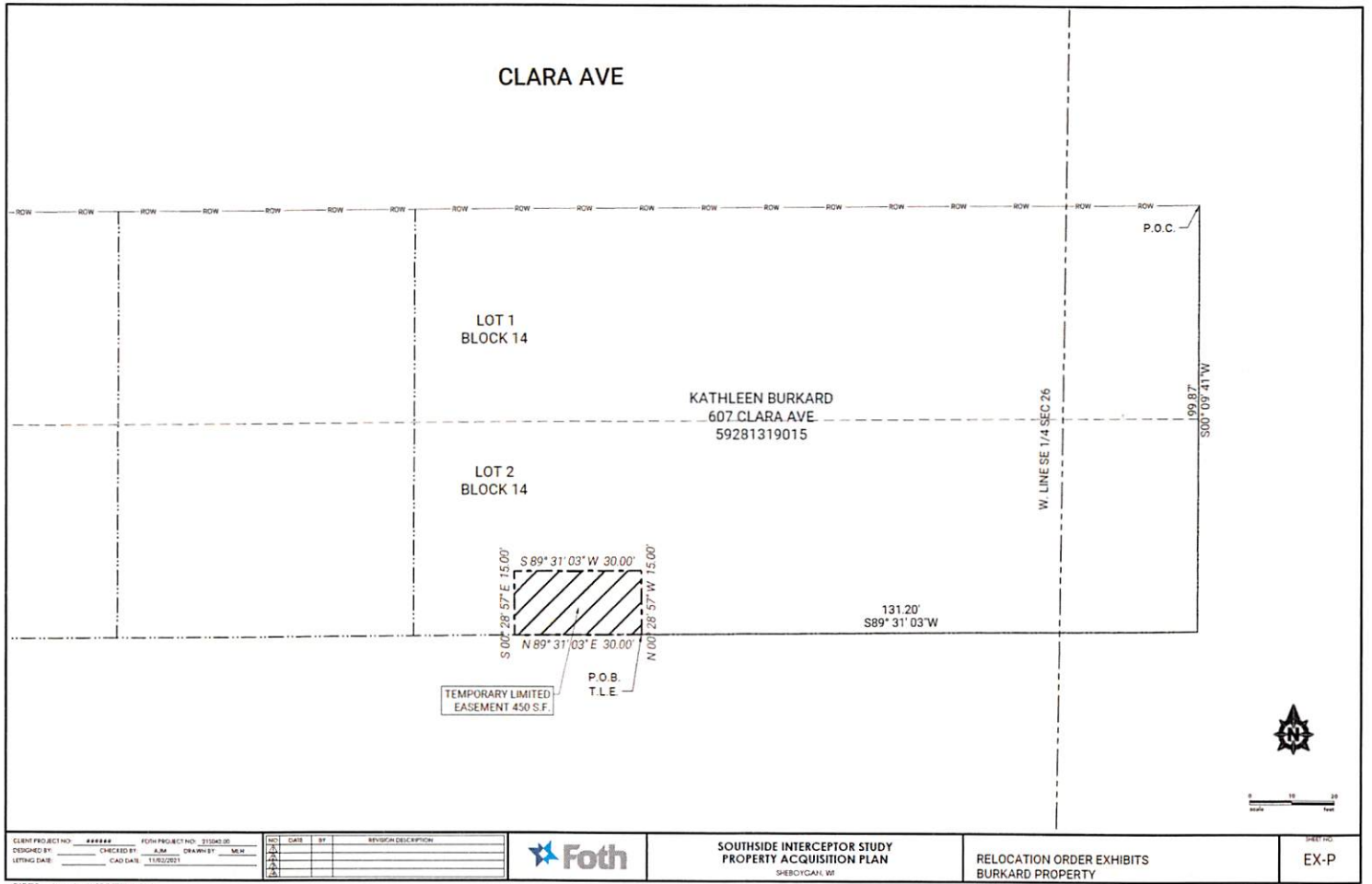
Commencing at the Northwest corner of Lot 1, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 127.06 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing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

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2305 Lakeshore Drive
Tax Key No. 59281309600



Proposed Temporary limited easement (Burkard property)

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

Commencing at the Northeast corner of Lot 1, Block 14, South Side Land Company's Addition, said point being on the South right of way line of Clara Avenue; Thence South 00° 09' 41" West along the East property line of said Lot 1 a distance of 99.87 feet to the South line of said Lot2; Thence South 89° 31' 03" West along said South line 131.20 feet to the point of beginning of the land hereinafter described; Thence North 00°28'57" West 15.00 feet; Thence South 89° 31' 03" West, 30.00 feet; Thence South 00°28'57" East 15.00 feet; Thence North 89°31'03" East 30.00 feet to the point of beginning of lands being described.

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

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 607 Clara Ave
Tax Key No. 59281319015

III

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

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

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

AD

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, 2022.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2022.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

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

Charles C. Adams
City Attorney

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

III

Res. No. 137 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2021.

A RESOLUTION authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and David L. Gartman LLC.

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

FP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 LICENSEE DRAFTING THIS OFFER ON January 28, 2022 [DATE] IS (AGENT-OF-BUYER)
 2 (AGENT OF SELLER/LISTING FIRM) (AGENT-OF-BUYER-AND-SELLER) STRIKE THOSE NOT APPLICABLE
 3 The Buyer, City of Sheboygan, a Wisconsin municipal corporation
 4 offers to purchase the Property known as approx 195.46 acres of vacant land located East of Moenning Road, including 5509 Moenning
 5 Road; see attached Addendum for additional details
 6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
 7 attach as an addendum per line 686] in the Town of Wilson
 8 County of Sheboygan Wisconsin, on the following terms:
 9 PURCHASE PRICE The purchase price is Three Million Six Hundred Seventy-five Thousand and NO/100; see Addendum, paragraph
 10 Dollars (\$ 3,675,000.00).
 11 INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A
 13
 14 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
 15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.
 16 NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
 17 lines 12-13) and the following:
 18
 19 CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
 20 and will continue to be owned by the lessor.
 21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
 22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
 24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
 25 and docks/piers on permanent foundations.
 26 CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
 27 an addendum per line 686.
 28 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 29 on or before Wednesday, February 23, 2022 by 4:00pm
 30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
 31 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
 32 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 33 copies of the Offer.
 34 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
 35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.
 36 CLOSING This transaction is to be closed on TO BE DETERMINED
 37
 38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
 39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
 40 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
 41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
 42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
 43 transfer instructions.
 44 EARNEST MONEY
 45 EARNEST MONEY of \$ accompanies this Offer.
 46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
 47 EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically
 48 or personally delivered within 5 days ("5" if left blank) after acceptance.
 49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Seller's atty;
 50 payable to "Hopp Neumann Humke LLP Trust Acct" for retention in the firm's client trust account) STRIKE THOSE NOT APPLICABLE
 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 52 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
 53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
 54 disbursement agreement.
 55 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: NONE OTHER

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated January 27, 2022 _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

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

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

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 Defect or material condition.

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

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

252 _____

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

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

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

274 _____

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

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

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

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

293 _____

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

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

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

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

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

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

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

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

_____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

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

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

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

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

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

(1) signed by Buyer; or,

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

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

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

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

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

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

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

CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at _____

no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

(2) Written waiver of _____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

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

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and NONE OTHER

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) **NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.**

☐ Current assessment times current mill rate (current means as of the date of closing).

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

☐ _____

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

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

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and NONE OTHER

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

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

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

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

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

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

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

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

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

537 _____
 538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd. including 5509 Moenning Rd; see Add.

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 _____

652 _____

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ADDENDUM TO VACANT LAND OFFER TO PURCHASE

This Addendum supplements the following terms and provisions set out in the Vacant Land Offer to Purchase dated **January 28, 2022**, and is an important part thereof, between the **City of Sheboygan**, a Wisconsin municipal corporation (hereinafter referred to as the "Buyer") and **David L. Gartman LLC**, a Wisconsin limited liability company (hereinafter referred to as the "Seller") for approximately 195.46± acres of Vacant Land situated East of Moenning Road, including Seller's homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081. The preprinted Vacant Land Offer to Purchase and this Addendum are collectively referred to herein as the "Offer".

1. Property/Parcel Numbers. The parcel numbers that are subject to this Offer are as follows:

59030-454900 (40.00 acres)
59030-454910 (37.59 acres)
59030-454911 (2.41 acres; in sanitary district)
59030-454920 (16.13 acres; not in sanitary district)
59030-454921 (0.82 acres; in sanitary district)
59030-454950 (20.00 acres)
59030-454870 (39.00 acres)
59030-454881 (40.00 acres)

2. Purchase Price. The parties agree that the Purchase Price for the Property as referenced above in paragraph 1, shall be payable in five (5) annual installments, as follows:

Year	Amount	
2022	\$900,000.00	Paid at closing
2023	\$693,750.00	Paid on the 2023 anniversary of closing
2024	\$693,750.00	Paid on the 2024 anniversary of closing
2025	\$693,750.00	Paid on the 2025 anniversary of closing
2026	\$693,750.00	Paid on the 2026 anniversary of closing

3. Note & Mortgage. The Purchase Price installments shall be secured by a first position mortgage and promissory note acceptable to both parties. The note will bear interest at the Applicable Federal Rate ("AFR") for a mid-term (5-year note) loan. The Buyer may prepay upon Seller's consent and approval. Buyer to execute the note and mortgage at Closing.

4. Post-Closing Occupancy of Homestead Parcel. Seller shall have post-closing occupancy of the homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081 at a rental rate of \$500.00 per month until David Gartman and his wife Clare Gartman, and son Kevin Gartman, die or are unable to the stay in the Property, or voluntarily decide to vacate the premises, whichever comes first. In the event, David and Clare Gartman are deceased or are unable to occupy the Property or have voluntarily decided to vacate the Property, Kevin Gartman would be required to vacate the Property. Seller shall be responsible for utilities, renter's insurance, and

maintenance of the homestead parcel. Seller and Buyer will enter into a mutually acceptable lease agreement at Closing.

5. **Farmland Lease Back.** Buyer shall allow Seller, at Seller's option, to lease back any farmland included in the 195.46± acres sold to Buyer not under development by Buyer. Buyer will provide Seller a 7-month notice to remove crops and vacate the leased land in the event development is commenced. Buyer and Seller to negotiate lease terms in good faith once it is determined that Seller is interested in leasing the vacant land not under development.

6. **Removal of Property.** Seller, at its option and cost, shall be entitled to salvage and remove the outbuildings, feed bins, and gravel from the barn area adjacent to the homestead parcel over the 5-year period following Closing. Seller shall defend, hold harmless, and indemnify the Buyer against any and all claims, liabilities, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the Seller arising from or related to the negligent or intentional tortuous acts or omissions of Seller and its agents in performing the actions listed above.

7. **Conflicting Terms.** In the event of any conflict between the provisions of this Addendum and the provisions of the preprinted Offer, the provisions of this Addendum shall control.

8. **Counterparts; Signatures.** This Offer may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Buyer and Seller agree that facsimile and/or electronically transmitted signatures will be binding on both parties.

9. **Broker.** Each party warrants that no real estate broker has been engaged by them, and that no broker's commission is due by reason of this transaction.

BUYER:
CITY OF SHEBOYGAN

SELLER:
DAVID L. GARTMAN LLC

By: _____
Print Name: _____
Its: _____

By: _____
David L. Gartman, Member

By: _____
Print Name: _____
Its: _____

R:\CLIENT\11151\00002 00186525.DOCX

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT approx. 195.46 acres of vacant land
East of Moenning Rd., including 5509 Moenning Road IN THE Town
(CITY) (VILLAGE) (TOWN) OF Wilson, COUNTY OF
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF January (MONTH) 27 (DAY), 2022 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses <u>C.1 underground tanks removed by order of State (DNR)</u> | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E21. Explanation of "yes" responses _____

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Electricity _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Municipal water _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Telephone _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cable television _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Natural gas _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Municipal sewer _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The owner has owned the property for <u>10</u> years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner David Gartmann, LLC Date _____
 Owner x [Signature] MEMBER Date 1-27-2022
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

R. C. No. 204 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 7, 2022.

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

_____ Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Subs. of Charter Ord. No. 1 - 21 - 22. By Alderpersons Felde and Filicky-Peneski. February 7, 2022.

AN ORDINANCE (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to establish the office of Director of Senior Services as a position at the department head level.

WHEREAS, the supervisor of the Senior Activity Center has commonly been referred to as the Director of Senior Services and considered a part of the City's management team of department heads and full-time elected officials; and

WHEREAS, it is the intent of the Common Council to fully establish the position of Director of Senior Services so that the person filling that office has similar duties, obligations, and protections as other department heads, recognizing that this position plays a key part in the City's mission.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Division 7 of Chapter 4, Article II of the Municipal Code entitled "Senior Services" is hereby created to read as follows:

"DIVISION 7. - SENIOR SERVICES

Sec. 2-228. - Director of senior services.

- (a) *Established.* The position of director of senior services is hereby established for the city service.
- (b) *Appointment.* The director of senior services shall be appointed by the common council based on the recommendation of the city administrator and the mayor. Notwithstanding this provision, the person holding the position of full-time supervisor of the senior activity center pursuant to former section 2-730 of this Code (commonly referred to as the director of senior services) on December 31, 2021 shall hold the position as if she had been appointed pursuant to this subsection.
- (c) *Duties and powers.*
The director of senior services shall have the duties and shall have the authority and powers prescribed by the common council.
 - (1) The director of senior services, in consultation with the senior activity center commission, shall establish and direct policy of the multipurpose senior activity center; shall develop a mission statement; shall establish goals; shall establish bylaws, subject to common council approval; and shall govern the facilities and activities.

- (2) The director of senior services shall, in consultation with the senior activity center commission, establish hours of operation of the senior activity center of Sheboygan.
 - (3) The director of senior services shall, with input from the senior activity center commission, direct and supervise the management and operation of the senior activity center in accordance with appropriate city policies and procedures.
 - (4) The director of senior services shall, in consultation with the senior activity center commission, oversee the budget and financial activities of the senior activity center, subject to common council approval.
 - (5) The director of senior services shall, in consultation with the senior activity center commission, report to the common council on the status of the management and operation of the senior activity center annually.
 - (6) The director of senior services shall encourage and promote gifts, grants and donations of money and property from all available resources for senior activity center purposes
- (d) *Qualifications.* The director of senior services shall have the qualifications prescribed by the common council."

Section 2. Section 2-730 of the Municipal Code entitled "Functions and duties" is hereby repealed.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Charter Ord. No. 1 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
December 20, 2021.

AN ORDINANCE (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to establish the office of Director of Senior Services as a position at the department head level and to permit the City Administrator to make interim appointments to fill vacancies in all department head level appointive offices where specific provisions for filling said vacancies is not otherwise provided by state law.

WHEREAS, the supervisor of the Senior Activity Center has commonly been referred to as the Director of Senior Services and considered a part of the City's management team of department heads and full-time elected officials; and

WHEREAS, it is the intent of the Common Council to fully establish the position of Director of Senior Services so that the person filling that office has similar duties, obligations, and protections as other department heads, recognizing that this position plays a key part in the City's mission; and

WHEREAS, the Common Council also intends to grant the City Administrator the authority to make interim appointments to fill vacancies within the City's management team of departments where specific provision for filling such vacancies is not already provided by state law; and

WHEREAS, permanent appointments to said positions shall continue to be made by the common council based on the recommendation of the city administrator and the mayor, and subject to removal pursuant to Wis. Stat. § 17.12; and

WHEREAS, nothing in this ordinance is deemed to be in conflict with the provisions of Wis. Stat. § 62.09.

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

Section 1. Division 7 of Chapter 4, Article II of the Municipal Code entitled "Senior Services" is hereby created to read as follows:

"DIVISION 7. - SENIOR SERVICES

Sec. 2-228. - Director of senior services.

- (a) *Established.* The position of director of senior services is hereby established for the city service.
- (b) *Appointment.* The director of senior services shall be appointed by the common council based on the recommendation of the city

FHP/
hold 1/19/22
amend

administrator and the mayor. Notwithstanding this provision, the person holding the position of full-time supervisor of the senior activity center pursuant to former section 2-730 of this Code (commonly referred to as the director of senior services) on December 31, 2021 shall hold the position as if she had been appointed pursuant to this subsection.

(c) *Duties and powers.*

The director of senior services shall have the duties and shall have the authority and powers prescribed by the common council.

- (1) The director of senior services, in consultation with the senior activity center commission, shall establish and direct policy of the multipurpose senior activity center; shall develop a mission statement; shall establish goals; shall establish bylaws, subject to common council approval; and shall govern the facilities and activities.
- (2) The director of senior services shall, in consultation with the senior activity center commission, establish hours of operation of the senior activity center of Sheboygan.
- (3) The director of senior services shall, with input from the senior activity center commission, direct and supervise the management and operation of the senior activity center in accordance with appropriate city policies and procedures.
- (4) The director of senior services shall, in consultation with the senior activity center commission, oversee the budget and financial activities of the senior activity center, subject to common council approval.
- (5) The director of senior services shall, in consultation with the senior activity center commission, report to the common council on the status of the management and operation of the senior activity center annually.
- (6) The director of senior services shall encourage and promote gifts, grants and donations of money and property from all available resources for senior activity center purposes

(d) *Qualifications.* The director of senior services shall have the qualifications prescribed by the common council."

Section 2. Section 2-730 of the Municipal Code entitled "Functions and duties" is hereby repealed.

Section 3. Sec. 2-228 of the Municipal Code entitled "Vacancies in appointive offices" is hereby repealed and recreated so as to read as follows:

"Sec. 2-228. - Vacancies in appointive offices.

- a) Vacancies in appointive offices of the city shall be filled by appointment for the residue of the unexpired term by the appointing power and in a manner prescribed by law for making regular full-term appointments.
- b) Vacancies in the following appointive offices of the city may be filled on an interim basis for no longer than six months by the City Administrator:
 - 1) Finance Director/Treasurer
 - 2) Director of Public Works
 - 3) Director of Information Technology
 - 4) Director of Human Resources and Labor Relations
 - 5) Director of Planning and Development
 - 6) Director of Senior ServicesAll persons so appointed on an interim basis shall have the same qualifications as if that person were being appointed on a permanent basis by the appointing power.
- c) The Director of Public Works may fill a vacancy in the office of City Engineer on an interim basis for no longer than six months. Any person so appointed on an interim basis shall have the same qualifications as if that person were being appointed on a permanent basis by the appointing power."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

Barbara Felde
Robert F. Puskas

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

SCALE MAP

CLIENT

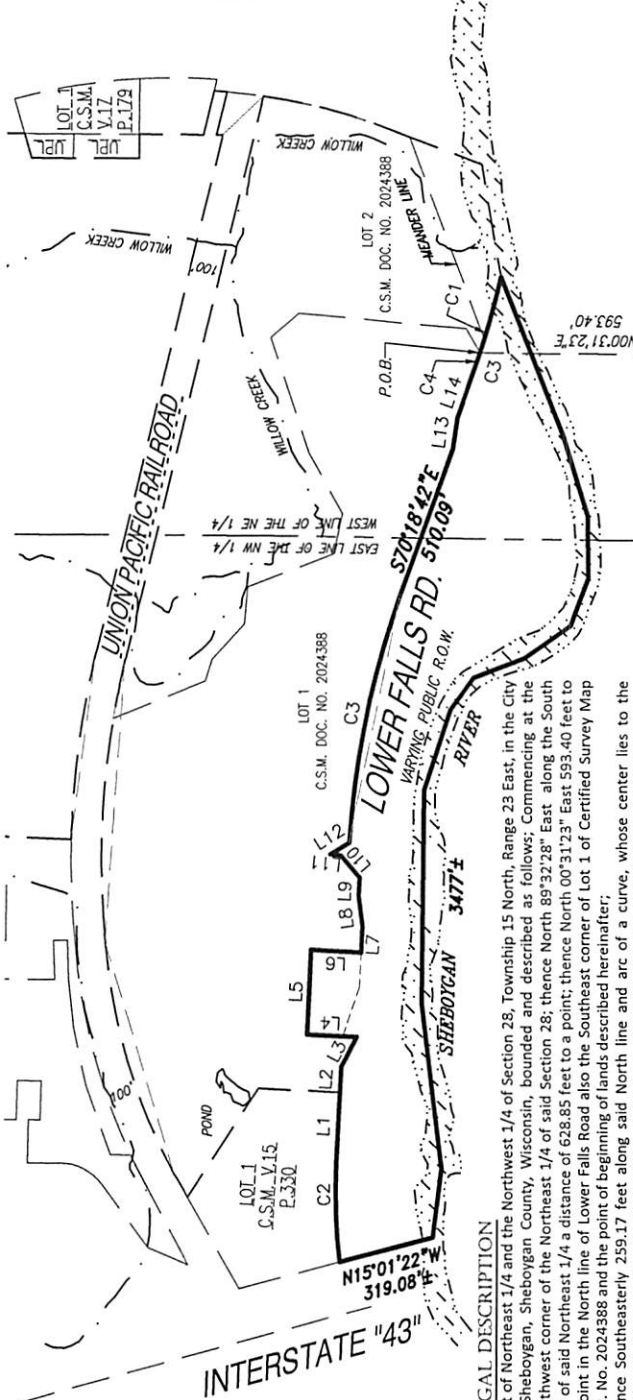
John Michael Kohler Arts Center

SITE ADDRESS

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

BASIS OF BEARINGS

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



LINE	BEARING	DISTANCE
L1	S87°15'59"E	238.43'
L2	S87°14'47"E	82.89'
L3	S82°35'03"E	112.38'
L4	N02°43'09"E	166.76'
L5	S87°19'45"E	280.00'
L6	S02°43'10"W	167.00'
L7	S87°16'45"E	85.24'
L8	N83°04'25"E	101.44'
L9	S87°16'42"E	61.80'
L10	N49°34'48"E	94.70'
L11	N06°26'18"E	35.00'
L12	S32°06'07"E	72.93'
L13	S81°37'18"E	101.98'
L14	S70°18'42"E	155.31'

CURVE	ARC	RADIUS	DELTA	ANGLE	CHORD	BEARING	CHORD
C1	259.17'	2684.56'	5°31'53"	74°29'22"	259.07'	S74°29'22"E	259.07'
C2	326.82'	1990.08'	9°24'33"	N88°00'22"E	326.45'	N88°00'22"E	326.45'
C3	841.61'	3021.17'	15°57'39"	S78°28'21"E	838.89'	S78°28'21"E	838.89'
C4	74.86'	2684.56'	1°35'52"	S70°55'30"E	74.86'	S70°55'30"E	74.86'
C5	334.03'	2684.57'	7°07'45"	S73°41'26"E	333.81'	S73°41'26"E	333.81'

LEGAL DESCRIPTION

Part of Northeast 1/4 and the Northwest 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 28; thence North 89°32'28" East along the South line of said Northeast 1/4 a distance of 628.85 feet to a point; thence North 00°31'23" East 593.40 feet to a point in the North line of Lower Falls Road also the Southeast corner of Lot 1 of Certified Survey Map Doc. No. 2024388 and the point of beginning of lands described hereinafter; thence Southeast 259.17 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 74°29'22" East 259.07 feet to a point in the centerline of Sheboygan River, said point being South 74°59'04" East 212.74 feet from the Meander corner; thence along said Centerline of Sheboygan River 3477 feet more or less to a point in the East line of Interstate "43", said point being South 15°01'22" East 319 feet more or less from the Southwest corner of Lot 1 Certified Survey Map Volume 15-Page 330; thence North 15°01'22" West along said East line 319 feet more or less to a point in said Southwest corner also the North line of Lower Falls Road; thence Northeasterly 326.82 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 1990.08 feet, and whose chord bears North 88°00'22" East 326.45 feet to a point; thence South 87°15'59" East along said North line 238.43 feet to a point; thence South 87°14'47" East along said North line 82.89 feet to a point; thence South 82°35'03" East along said North line 112.38 feet to a point; thence North 02°43'09" East along said North line 166.76 feet to a point; thence South 87°19'45" East along said North line 280.00 feet to a point; thence South 02°43'10" West along said North line 167.00 feet to a point; thence South 87°16'45" East along said North line 85.24 feet to a point; thence North 83°04'25" East along said North line 101.44 feet to a point; thence South 87°16'42" East along said North line 61.80 feet to a point; thence North 49°34'48" East along said North line 94.70 feet to a point; thence North 06°26'18" East along said North line 35.00 feet to a point; thence South 32°06'07" East along said North line 72.93 feet to a point; thence Southeast 841.61 feet along said North line and arc of a curve, whose center lies to the Southwest, whose radius is 3021.17 feet, and whose chord bears South 78°28'21" East 838.89 feet to a point; thence South 70°18'42" East along said North line 155.31 feet to a point; thence South 81°37'18" East along said North line 101.98 feet to a point; thence South 70°18'42" East along said North line 155.31 feet to a point; thence Southeast 74.86 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 70°55'30" East 74.86 feet to the point of beginning. Said lands contain 24.25 acres, more or less.

CHAPUT
LAND SURVEYS

238 W. Florida Street
Sheboygan, WI 53081
414-226-8058
www.chaputland.com

Date: November 4, 2021
Revised: December 22, 2021

Drawing No. 2242-far

II
R. O. No. 115 - 21 - 22. By CITY PLAN COMMISSION. January 17, 2022.

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

Layover

CITY PLAN COMMISSION

Gen. Ord. No. 33 - 21 - 22. By Alderperson Perrella. December 20, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560 from Employment to Multi-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Employment to Multi-Family Residential Classification:

Property located on Erie Avenue (Parcel #59281204550 and Parcel #59281204560):

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

James Perrella

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

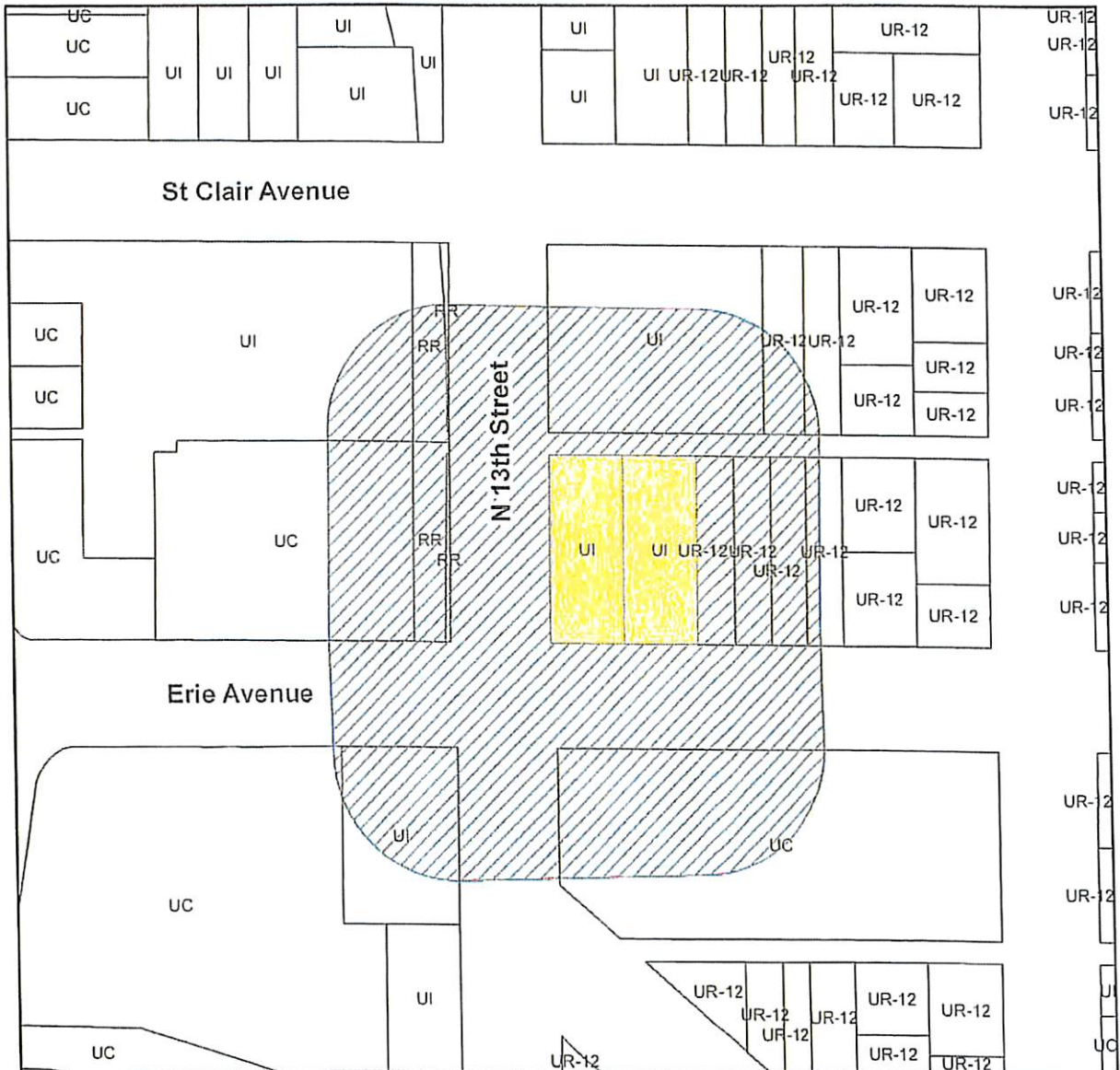
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT
FROM EMPLOYMENT
TO MULTI-FAMILY RESIDENTIAL

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT LOT 7 & 8 BLOCK 80



0 50 100 200 300 400 Feet



R. O. No. 116 - 21 - 22. By CITY PLAN COMMISSION. January 17, 2022.

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

CITY PLAN COMMISSION

Gen. Ord. No. 34 - 21 - 22. By Alderperson Perrella. December 20, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560 from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification:

Property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560:

Section 22, Township 15 North, Range 23 East. Original Plat Lot 7 & 8 Block 80.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

James Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

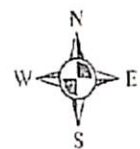
PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT LOT 7 & 8 BLOCK 80



0 50 100 200 300 400 Feet



R. O. No. 111 - 21 - 22. By CITY CLERK. December 20, 2021.

Submitting an application from Partners for Community Development and KG Development Group for a change in zoning classification for property on Erie Avenue (Parcel #59281204550 and Parcel #59281204560) from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification.

CITY CLERK

OFFICE USE ONLY

APPLICATION NO.:

RECEIPT NO.: 211897

FILING FEE: \$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)

Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Partners for Community Development and KG Development Group
 PHONE NO.: (800-584-8172 EXT.101)
 ADDRESS: 1407 S 13TH St, Sheboygan, WI 53081
 E-MAIL: KARIN.KIRCHMEIER@PARTNERS4CD.COM/Anthony@kgdevgroup.com

OWNER OF SITE: Robert Heimerl PHONE NO.: (920-207-7030

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1236 Erie Ave, Sheboygan, WI 53081

LEGAL DESCRIPTION: Section 22, Township 15 North, Range 23 East

PARCEL NO. 204550 and 204560

MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: The site has four parcels that are vacant. Two parcels are used for UR. and two parcels are zoned for UI.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: We are seeking to develop 44 units of affordable housing with underground parking and some surface parking.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

This site is not in a flood plain & the site is less than an acre, so the agency's above do not need to be involved. N/A.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☒ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: The UI or Urban Industrial zoning at this location is no longer applicable. Industrial property has relocated to business parks and out of the center of the city. UR zoning is more applicable for the location today.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

This area of the city of Sheboygan is predominantly residential & commercial/retail. Due to this and the fact that the city of Sheboygan is in need of affordable apartments we feel that affordable apartments is an ideal land use for this property at 13Th St Erie Ave.

4. CERTIFICATE

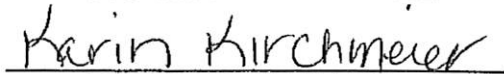
I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

12-6-21

DATE



PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

I, ROBERT HEIMERL (seller),
 authorize PARTNERS FOR COMMUNITY DEVELOPMENT & KG DEV. GROUP (buyer) to submit a rezone
 application for my property located at 4 PARCELS FROM

1236 ERIE THRU 1220 ERIE AVE SHEBOYGAN WI 53081
 (address or parcel # of property to be amended).

Name

Robert Heimerl

Date

1/2/2021

Thanks,

Anthony Kazee, HDP

KG Development Group, Principal

414.323.3666

1033 N Mayfair Rd Suite 300

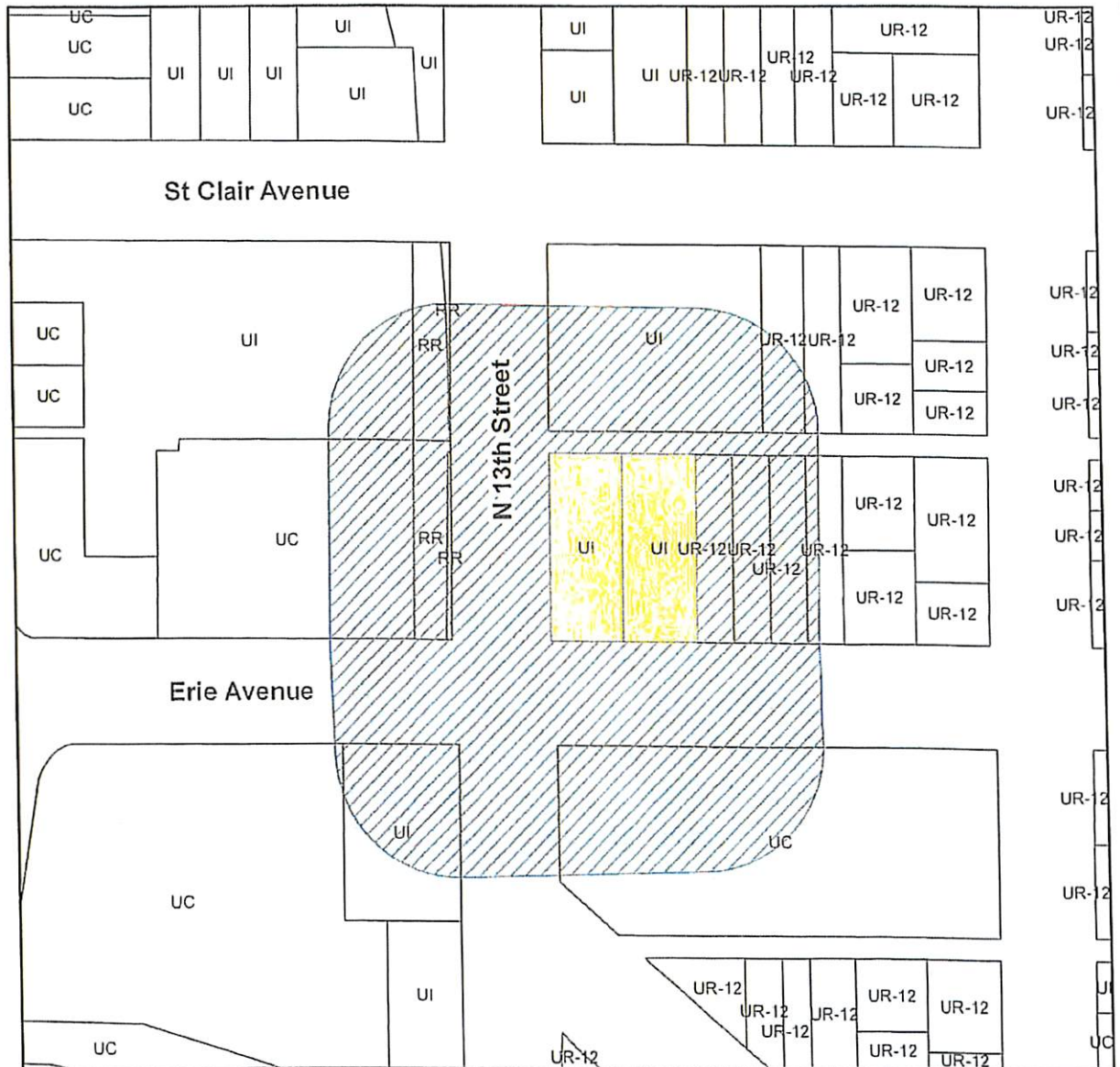
Wauwatosa, WISCONSIN (WI) 53226

<http://www.kgdevgroup.com> Pardon the brevity: sent from my iPhone.

PROPOSED REZONE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT LOT 7 & 8 BLOCK 80







12/1/2021

To Whom It May Concern:

Partners for Community Development, Inc. and KG Development Group (“the development team”) hereby request that the City of Sheboygan rezone the parcels located at 1228 and 1234 Erie Avenue from Urban Industrial to Urban Residential-12. The development team has secured site control of four parcels located at and around 1236 Erie Avenue, west of downtown Sheboygan, and intend to apply to the Wisconsin Housing and Economic Development Authority (WHEDA) in early 2022 for a reservation of 4% Low-Income Housing Tax Credits. While two of the four parcels that comprise the proposed site are permissively zoned for the proposed redevelopment project, two are zoned as Urban Industrial and require rezoning prior to submitting an application to WHEDA. We believe the aforementioned parcels should be rezoned for two primary reasons.

Conformance to zoning of surrounding parcels

The City of Sheboygan’s Future Land Use Map and Zoning Map identify these two parcels as “Employment” and “Urban Industrial.” Given the fact that the land is vacant and is not immediately surrounded by industrial land uses, we believe that the sites would better conform to the surrounding neighborhood with a Multi-Family Residential Comprehensive Plan Designation and an Urban Residential Zoning Designation. We believe residential land use designations are much more compatible with the blocks neighboring residential uses to the east and the one (1) commercial use to the north. Looking to the future as well as present conditions, a multifamily land use designation and development will fit in better with the surrounding neighborhood and fulfills the spirit of the City of Sheboygan’s comprehensive plan.

Conformance to 2011 Gateway Neighborhood Revitalization Program

In May 2011, the City of Sheboygan adopted the Gateway Neighborhood Revitalization Program, which specifically outlined how the City would like for this corridor to evolve as a link to the riverfront and downtown. On page 18 of this plan, the City highlights the 1200 block of Erie Avenue as a gateway into the surrounding neighborhood and even recommends as an option consolidating the four subject parcels controlled by the development team into a single parcel that would be developed into multifamily housing. The project proposed by the development team directly aligns with the spirit of this plan and would implement the recommended “Option 1” by constructing multifamily housing, specifically for low-income Sheboygan households.



12/1/2021

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My name is Karin Kirchmeier, and I am the Executive Director of Partners for Community Development. We are currently in the process of acquiring the land at 13th and Erie St. Therefore, I am requesting assistance in receiving the map and legal description of the parcel proposed to amend the comp plan and to be rezoned. The exact parcels to be rezoned from are:

- Parcel # 204550 and Parcel # 204560

Comp Plan amended from Employment to Multi-Family Residential

Rezoned from Urban Industrial (UI) to Urban Residential (UR-12)

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 211897

License No: 0000

Date: 12/13/2021

Received By: MKC

Received From: PARTNERS FOR COMMUNITY DEVELOPMENT

Memo:

Method of Payment: \$200.00 Check No. 1262

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

III

Other Matters

Item 37.

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

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

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

F&P

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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

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

February 4, 2022

VIA EMAIL

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

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

Dear Ms. DeBruin:

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

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

Role of Bond Counsel

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

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

QB\72355957.1

Ms. Meredith DeBruin
February 4, 2022
Page 2

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

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

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

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

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

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

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

Ms. Meredith DeBruin
February 4, 2022
Page 3

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

Diversity of Practice; Consent to Unrelated Engagements

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

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

Ms. Meredith DeBruin
February 4, 2022
Page 4

Fees

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

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

Terms of Engagement

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

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

Ms. Meredith DeBruin
February 4, 2022
Page 5

City Responsibilities

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

Limited Liability Partnership

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

Conclusion and Request for Signed Copy

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

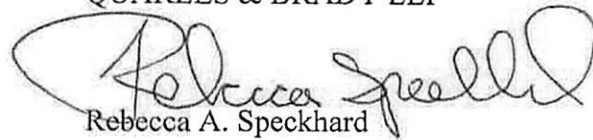
QB\72355957.1

Ms. Meredith DeBruin
February 4, 2022
Page 6

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

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bea

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

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

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