



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

**October 13, 2025 at 6:00 PM**

**Council Chambers, 828 Center Avenue, Sheboygan, WI**

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**Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.**

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

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

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 258 189 295 130 2

Passcode: Bv93si2Y

## **OPENING OF MEETING**

1. **Call to order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**  
Finance and Personnel Committee Meeting held on September 22, 2025
5. **Public Comment**  
Limit of three minutes per person with comments limited to items on this agenda.

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Report 21-25-26 by City Attorney Department submitting the quarterly claims report.
7. Res. No. 100-25-26 by Alderpersons Mitchell and Perrella adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 coverage and establishing the monthly premium equivalent rates effective for January 2026 coverage and thereafter.

- [8.](#) Res. No. 102-25-26 by Alderpersons Mitchell and Perrella authorizing City staff to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits.
- [9.](#) Res. No. 103-25-26 by Alderpersons Mitchell and Perrella authorizing the purchase of vacant land in the Town of Wilson, identified as Parcel Numbers 59030459152, 59030459310, and 59030459282, from Deborah Gaglin.
- [10.](#) Res. No. 104-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Water System Revenue Bonds.
- [11.](#) Res. No. 105-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.
- [12.](#) Res. No. 106-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.
- [13.](#) R. C. No. 281-24-25 referred R. O. No. 120-24-25 by City Clerk submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals; recommends filing the document.

#### ITEMS FOR DISCUSSION ONLY

- [14.](#) City Attorney's Office Monthly Report

#### TENTATIVE DATE OF NEXT REGULAR MEETING

15. Tentative Next Meeting Date - October 27, 2025

#### ADJOURN MEETING

16. 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  
REPORT 21-25-26**

**BY CITY ATTORNEY DEPARTMENT.**

**OCTOBER 13, 2025.**

Since June 30, 2025, the City has received seven (7) new claims forms. The City has resolved five (5) existing claims. Thirteen (13) claims remain pending.

<b>Claim</b>	<b>Claimant</b>	<b>Date of Incident</b>	<b>Date Filed</b>	<b>Status</b>
2-23	Robert Autman	5/5/2023	5/17/2023	Pending
7-23	Gregory Robinson	8/19/2023	9/5/2023	Resolved
18-23	Douglas Diedrichs	9/21/2023	1/16/2024	Pending
23-23	Irma Reyes and Jorge Martinez	2/11/2024	3/14/2024	Pending
5-24	Phillip Link	3/13/2024	7/8/2024	Pending
11-24	Nora Gerber	8/20/2024	9/9/2024	Resolved
12-24	Tommie Dixon	9/8/2024	9/26/2024	Pending
16-24	Nathan Jackson	12/6/2024	1/29/2025	Pending
2-25	Cynthia Cuellar	2/15/2025	6/12/2025	Pending
3-25	Dorothy Marsho	4/19/2024	6/16/2025	Pending
4-25	Lacie Lynn Martin	6/9/2025	6/25/2025	Resolved
5-25	Joan Bohn	7/14/2025	7/18/2025	Resolved
6-25	Jeremy Reimer	7/10/2025	7/30/2025	Resolved
7-25	Society Insurance	5/7/2025	8/12/2025	Pending
8-25	Mark Rupnik	8/26/2025	9/3/2025	Pending
9-25	Jamila Hunter	8/21/2025	9/3/2025	Pending
10-25	Nicholas Vorath	8/21/2025	9/9/2025	Pending
11-25	Carol Brabo	5/18/2025	9/10/2025	Pending



## Claim #2-23

**Date Filed:** May 17, 2023

**Claimant Name:** Jacobs Injury Law, S.C. for client Robert Autman

**Summary of Claim:** Claimant was being transported by the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center when the driver intended to reverse, but the vehicle was in drive gear, striking a barrier in a parking lot.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** May 26, 2023

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A





## Claim #7-23

**Date Filed:** September 5, 2023

**Claimant Name:** Gregory Robinson

**Summary of Claim:** Claimant tripped on the sidewalk.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** October 6, 2023

**Decision on Claim:** Statute of limitations expired.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



## Claim #18-23

**Date Filed:** January 16, 2024

**Claimant Name:** Alpert & Fellows LLC for client Douglas Diedrichs

**Summary of Claim:** Claimant lost control of a motorcycle due to spilled diesel fuel from a Shoreline Metro bus with a missing gas cap.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** January 16, 2024

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



## Claim #23-23

**Date Filed:** March 14, 2024

**Claimant Name:** Andriusis Law Firm LLC for clients Irma Reyes and Jorge Martinez

**Summary of Claim:** Claimants were riding in an ambulance when the ambulance was involved in an accident.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** March 15, 2024

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



## Claim #5-24

**Date Filed:** July 9, 2024

**Claimant Name:** Alpert & Fellows LLC for client Phillip Link

**Summary of Claim:** Claimant was on a bicycle and hit a snow plow indicator.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** July 17, 2024

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**Claim #11-24**

**Date Filed:** September 9, 2024 – updated September 19, 2024

**Claimant Name:** Nora Gerber

**Summary of Claim:** Claimant fell on boardwalk near Blue Harbor due to missing board.

**Requested Claim Amount:** \$25,000.00

**Notice of Claim Submitted:** Yes

**Date Reviewed:** September 27, 2025 and June 30, 2025

**Decision on Claim:** Deny

**Basis for Denial/Approval:** Generally, cities are afforded immunity from liability from recreational activities conducted on city property according to Wisconsin Statutes section 895.52(2), subject to certain exceptions not applicable here. The City did not know of the missing boardwalk plank before the claim was filed.

**Amount paid, if applicable:** N/A



## Claim #12-24

**Date Filed:** September 26, 2024

**Claimant Name:** C. Norris Law Group for client Tommie Dixon

**Summary of Claim:** Personal injuries and civil rights violations suffered during an officer involved incident.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** October 8, 2024

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



## Claim #16-24

**Date Filed:** January 29, 2025

**Claimant Name:** Sperling Law Offices, LLC for client Nathan Jackson

**Summary of Claim:** Claimant was on a bike and struck by a Shoreline Metro bus.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** February 19, 2025

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**Claim #2-25**

**Date Filed:** June 12, 2025

**Claimant Name:** Artisan and Truckers Casualty Company for insured Cynthia Cuellar

**Summary of Claim:** Claimant's vehicle was hit by a snow plow on February 15, 2025.

**Requested Claim Amount:** \$1,904.75

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



**Claim #3-25**

**Date Filed:** June 16, 2025

**Claimant Name:** Habush, Habush, & Rottier S.C. for client Dorothy Marsho

**Summary of Claim:** Claimant states wheelchair was not properly secure in Metro Connection van.

**Requested Claim Amount:** N/A

**Notice of Claim Submitted:** Yes

**Date Reviewed:** June 17, 2025

**Decision on Claim:** Pending further information.

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**Claim #4-25**

**Date Filed:** June 25, 2025

**Claimant Name:** Lacie Lynn Martin

**Summary of Claim:** Claimant tripped on sidewalk.

**Requested Claim Amount:** \$12,000.00

**Notice of Claim Submitted:** No

**Date Reviewed:** July 28, 2025

**Decision on Claim:** Deny

**Basis for Denial/Approval:** The City is meeting its standard of care and had no prior knowledge of the sidewalk condition. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

**Amount paid, if applicable:** N/A

**Claim #5-25**

**Date Filed:** July 18, 2025

**Claimant Name:** Joan Bohn

**Summary of Claim:** Claimant drove through wet paint.

**Requested Claim Amount:** \$3,488.52

**Notice of Claim Submitted:** No

**Date Reviewed:** July 28, 2025

**Decision on Claim:** Deny

**Basis for Denial/Approval:** The City is meeting its standard of care. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

**Amount paid, if applicable:** N/A

**Claim #6-25**

**Date Filed:** July 30, 2025

**Claimant Name:** Jeremy Reimer

**Summary of Claim:** Claimant drove through paint that was leaking from a garbage truck.

**Requested Claim Amount:** \$753.36

**Notice of Claim Submitted:** No

**Date Reviewed:** August 20, 2025

**Decision on Claim:** Deny

**Basis for Denial/Approval:** The City is meeting its standard of care and had no prior knowledge that someone had placed wet paint in their garbage container. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

**Amount paid, if applicable:** N/A

**Claim #7-25**

**Date Filed:** August 12, 2025

**Claimant Name:** Society Insurance for insured Lynda Neese

**Summary of Claim:** Claimant, Lynda Neese, tripped in a hole on a sidewalk.

**Requested Claim Amount:** \$3,414.99

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**Claim #8-25**

**Date Filed:** September 3, 2025

**Claimant Name:** Mark Rupnik

**Summary of Claim:** Claimant hit a hole in the road on his motorcycle.

**Requested Claim Amount:** \$1,664.51

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



## Claim #9-25

**Date Filed:** September 3, 2025

**Claimant Name:** Jamila Hunter

**Summary of Claim:** Claimant fell off an obstacle at Shaw Family Park.

**Requested Claim Amount:** \$20,000.00

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**Claim #10-25**

**Date Filed:** September 9, 2025

**Claimant Name:** Nicholas Vorath

**Summary of Claim:** Claimant alleges damages to his vehicle from construction on the road.

**Requested Claim Amount:** \$2,465.54

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A



**Claim #10-25**

**Date Filed:** September 10, 2025

**Claimant Name:** Carol Brabo

**Summary of Claim:** Claimant tripped on a sidewalk.

**Requested Claim Amount:** \$1,352.82

**Notice of Claim Submitted:** No

**Date Reviewed:** Currently in review.

**Decision on Claim:** N/A

**Basis for Denial/Approval:** N/A

**Amount paid, if applicable:** N/A

**CITY OF SHEBOYGAN  
RESOLUTION 100-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 coverage and establishing the monthly premium equivalent rates effective for January 2026 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 are hereby adopted:

1) 2026 Health Insurance Monthly Premium Rates

- a) The monthly premium for health insurance in 2026 shall be as follows:

Coverage

Single	\$1,059.02
Employee with spouse	\$2,014.74
Employee with children	\$1,826.32
Family	\$2,784.04

- b) The monthly employee premium equivalent rates for full-time employees who participate in the annual physical exam shall be:

Coverage

Single	\$ 92.66
Employee with spouse	\$ 176.28
Employee with children	\$ 159.80
Family	\$ 243.60

- c) The monthly employee premium equivalent rates for full-time employees who do not participate in the annual physical exam shall be:

Coverage

Single	\$ 158.86
Employee with spouse	\$ 302.22
Employee with children	\$ 273.94
Family	\$ 417.60

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\* Nothing in this Resolution shall be interpreted as contradicting any approved collective bargaining agreement. Part-time employees will generally pay 50% of the total monthly premium. However, for example, the City's collective bargaining agreement with Amalgamated Transit Union Local 998 provides that certain part-time employees will pay a lower amount of the total monthly premium.

- d) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 529.51
Employee with spouse	\$1,007.37
Employee with children	\$ 913.16
Family	\$1,392.02

- e) New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (a) above for the 2026 plan year (and the associated rates for the 2027 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from November 1 to October 31.
- 2) In 2026, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the City's Health Insurance Plan as of January 1, 2026. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those with employee plus spouse, employee plus child(ren), and full family coverage. Additionally:
- a) Employees who are on the Plan on January 1, 2026 shall have their HSA funded in January 2026.
- b) No contributions will be made for those new to the plan after January 1, 2026.
- c) HSA contributions are issued to an employee and/or family member based on eligibility of the employee on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
- d) Employees are responsible for notifying the Human Resources Department if the employee is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.

- e) Employees who elect the family plan, employee plus child(ren) plan, and employee plus spouse plan remain eligible for the applicable HSA contribution, even if their dependent is on a government issued plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.
- 3) The City will not charge employees a spousal surcharge.
- 4) Eligible full-time employees (for plan year 2026 "full-time employees" are employees who work 30 or more hours per week) who waive or drop coverage will be eligible for an opt-out incentive, with a maximum yearly benefit of \$1,200. This amount would be paid at a rate of \$50 bi-monthly to the employee through payroll for any month the full-time eligible employee is not on the Medical Benefit Plan.
- 5) In all cases, employees are eligible for either the opt-out incentive or the HSA contribution as of the employee's January 1 election; not both.
- 6) All qualified employees will have a Dental Benefit Plan available. Effective for January 2026 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

- a) The monthly premium for dental insurance in 2026 shall be as follows:

Coverage

Single	\$ 57.20
Employee with spouse	\$ 115.42
Employee with children	\$ 129.00
Family	\$ 189.52

- b) The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 8.58
Employee with spouse	\$ 17.32
Employee with children	\$ 19.34
Family	\$ 28.43

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 28.60
Employee with spouse	\$ 57.71
Employee with children	\$ 64.50
Family	\$ 94.76

- 7) Effective for January 2026 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$1,059.02
Employee with spouse	\$2,014.74
Employee with children	\$1,826.32
Family	\$2,784.04

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 102-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION authorizing City staff to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits.

WHEREAS, the U.S. District Court, Northern District of Illinois preliminarily approved, and the United States Court of Appeals for the Second Circuit affirmed, a class-action settlement requiring payment of \$1.2 billion to the merchants included within the Settlement Class for interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between January 1, 2007 and December 31, 2023; and

WHEREAS, City staff believe that the City is likely entitled to settlement proceeds but the value of the City's claim would be determined by the case claims administrator; and

WHEREAS, the deadline for filing a claim is May 18, 2026.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits, and to work with the case claims administrator to provide all information to determine the value of the City's claim.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 103-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION authorizing the purchase of vacant land in the Town of Wilson, identified as Parcel Numbers 59030459152, 59030459310, and 59030459282, from Deborah Gagin.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Deborah Gagin, thereby authorizing the purchase 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 purchase the property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** September 30, 2025 **[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 and/or assigns  
4 offers to purchase the Property known as APNs 59030459152, 59030459310 and 59030459282 (see Exhibit A)

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Sheboygan, County  
8 of Sheboygan Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Million Seventy One Thousand Six Hundred Eighty-Six  
10 Dollars (\$ 1,071,686.00).

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:  
13 all improvements and utilities lines currently existing at the Property as of the date of this Offer.

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: None.

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 655-660 or in**  
27 **an addendum per line 682.**

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 Friday, October 17, 2025 at 5:00pm CST

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 See Addendum A

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 \$ 0.00 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 \$ 0.00 will be mailed, or commercially, electronically  
48 or personally delivered within N/A 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 N/A  
50 ) **[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 **disclosure agreement. THE PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

55 ■



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.

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 XXX~~  
97 ~~signing this Offer and that is made a part of this Offer by reference to the COMPLETE DATE OF STRIKE AS APPLICABLE~~  
98 ~~and Seller to provide a Seller's Vacant Land Disclosure Report pursuant to Addendum A Section X~~  
99 which such completed Seller's Vacant Land Disclosure Report shall be delivered to Buyer pursuant to Section 1 of Addendum A

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  
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  
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 682).

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

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 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  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

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

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

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

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**  
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ~~■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,~~  
389 ~~Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of~~  
390 ~~written loan commitment from Buyer.~~

391 ~~■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in the~~  
392 ~~Offer and Buyer has not already delivered an acceptable loan commitment for other financing to Seller, Buyer shall~~  
393 ~~promptly deliver written notice to Seller of same including copies of lender's rejection letter(s) or other evidence of~~  
394 ~~unavailability.~~

395 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or

407 (2) \_\_\_\_\_  
408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal



425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.  
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_

447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and none.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

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

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 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

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, provided all of  
495 the foregoing are approved by Buyer a Permitted Encumbrances as defined in attached Exhibit A

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 or a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall~~  
504 ~~pay all costs of providing the evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's~~  
505 ~~lender and recording the deed of that conveyance.~~

506 ~~■ **GAP ENDORSEMENT:** Seller shall provide a gap endorsement or equivalent gap coverage at Seller's expense~~  
507 ~~**STRIKE ONE:** Seller shall not incur any cost to provide coverage for any liens or encumbrances not noted 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 518~~  
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 60 days after acceptance of this Offer, showing this to the Property as a date no later~~  
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 ASCERTAINABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of~~  
517 ~~objections to the title within 60 days (or 15 if not blank) after delivery of the title commitment to Buyer or Buyer's attorney.~~  
518 ~~Notwithstanding, Seller shall have 60 days (or 15 if not blank) from Buyer's delivery of the notice stating the 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 15 days from receipt of notice the date 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 or any levied or for work actually commenced~~  
525 ~~prior to the date stated in line 5 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 leases extend beyond closing, Seller shall assign Seller's rights  
535 under said leases and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
536 (written) oral ~~STRIKE ONE~~ leases, if any, are ~~none~~

537 ~~XX~~  
538 ~~XX~~  
539 Insert additional terms, if any, at lines 555-560 or attach as an addendum per line 562.

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 655-660 or in an addendum attached per line 682, or lines 534-538 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.

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 ☐ **N/A SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
663 664-679.

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Eric Zufelt and Deborah Gagin

667 Name of Buyer's recipient for delivery, if any: Christopher Smith and Attorney Alexandra Appenzeller

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

669 Seller: ( ) Buyer: ( )

670 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

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

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

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

678 Email Address for Seller: ezufelt@windway.com; b.gagin@yahoo.com

679 Email Address for Buyer: christopher.smith@vonbriesen.com; alexandra.appenzeller@vonbriesen.com

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

682 ☒ **ADDENDA**: The attached Addendum A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Alexandra Appenzeller, von Briesen & Roper, s.c.

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
688 communications are convincing and professional in appearance but are created to steal your  
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
692 calling a verified number of the entity involved in the transfer of funds. Never use contact  
693 information provided by any suspicious communication.

694 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or  
695 verification of any wiring or money transfer instructions.

696 (x) Gr. Bz Casey J. Bradley City Administrator 10/01/05  
697 Buyer's Signature ▲ Print Name Here ▶ Date ▲

698 (x) \_\_\_\_\_  
699 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ▶ Deborah Gagin Date ▲

706 (x) \_\_\_\_\_  
707 Seller's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Eric Zufelt and Deborah Gagin

667 Name of Buyer's recipient for delivery, if any: Christopher Smith and Attorney Alexandra Appenzeller

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

669 Seller: ( ) Buyer: ( )

670 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

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

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

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

678 Email Address for Seller: ezufelt@windway.com; b.gagin@yahoo.com

679 Email Address for Buyer: christopher.smith@vonbriesen.com; alexandra.appenzeller@vonbriesen.com

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

682 ☒ **ADDENDA**: The attached Addendum A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Alexandra Appenzeller, von Briesen & Roper, s.c.

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
688 communications are convincing and professional in appearance but are created to steal your  
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
692 calling a verified number of the entity involved in the transfer of funds. Never use contact  
693 information provided by any suspicious communication.

694 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or  
695 verification of any wiring or money transfer instructions.

696 (x) \_\_\_\_\_ Date ▲  
697 Buyer's Signature ▲ Print Name Here ▶

698 (x) \_\_\_\_\_ Date ▲  
699 Buyer's Signature ▲ Print Name Here ▶

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

704 (x) Deborah Gagin 10-02-25  
705 Seller's Signature ▲ Print Name Here ▶ Deborah Gagin Date ▲

706 (x) \_\_\_\_\_ Date ▲  
707 Seller's Signature ▲ Print Name Here ▶

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



## ADDENDUM A TO WB-13 VACANT LAND OFFER TO PURCHASE

This Addendum A is made a part of the WB-13 Vacant Land Offer to Purchase, and is made by and between DEBORAH GAGIN ("Seller"), and City of Sheboygan and/or Assigns (as "Buyer"), for the real property identified as APNs 59030459152, 59030459310 and 59030459282, Sheboygan, WI (collectively, the "Property").

This Addendum A together with the WB-13 Vacant Land Offer to Purchase shall be referred to collectively as the "Offer." To the extent the terms of the WB-13 Vacant Land Offer to Purchase and this Addendum A conflict, the terms of this Addendum A shall control. For purposes of this Offer, the Effective Date shall be the date on which this Offer is executed by and delivered to both Buyer and Seller.

1. **CLOSING CONTINGENCIES.** Buyer's obligation to close this transaction is contingent upon satisfaction, as determined by Buyer in its sole and absolute discretion, of the following contingencies on or before the date which is ninety (90) days after the Effective Date (the "Feasibility Period"):
  - (a) **Existing Agreements.** Buyer determining that the Existing Agreements (as defined below) are satisfactory to Buyer in Buyer's sole and absolute discretion. Within Ten (10) days after the Effective Date, Seller shall deliver to Buyer true, correct and complete copies of all environmental reports and filings, test results, engineering data, soil or geotechnical tests, Seller's Vacant Land Condition Report, appraisals, all existing boundary and/or ALTA surveys, architectural and engineering plans and drawings, all tests, reports and assessments relating to the physical condition of the Property, copies of all federal, state, county and local conservation, farmland, environmental or other land use programs, agreements, restrictions, or conservation easements which apply to any part of the Property, title evidence including any prior owner's policy of title insurance, leases (if any), easement agreements, contracts, covenants, tax bills and assessments, permits, evidence of entitlements, licenses, all correspondence and contracts materially affecting the Property, and any other agreements or documentation relating to the Property and which are available to Seller or in Seller's possession or control (herein collectively referred to as the "Existing Agreements"). At any time prior to Closing, Seller shall provide any additional or supplemental documents or information becoming available to Seller or at Buyer's reasonable request.
  - (a) **Governmental Approvals.** Buyer obtaining approval from the (i) City of Sheboygan related to the annexation of the Property into the City, as determined by Buyer from all appropriate governmental authorities; and (ii) approval from the Common Council related to Buyer's purchase and proposed development of the Property, and all other necessary approvals, as determined by Buyer from all appropriate governmental authorities for the development, including but not limited to, rezoning of the Property if needed (collectively the "Governmental Approvals").

All of the contingencies in this Section 1 shall be satisfied or waived by Buyer on or before the expiration of the Feasibility Period. Should Buyer be unable to satisfy any of the contingencies listed in Section 1 above, Buyer may, at Buyer's sole and absolute discretion and with or without cause, terminate this Offer by providing written notice to Seller on or before the expiration of the Feasibility Period, and the parties shall have no further obligation or liability under this Offer except for any which survive the closing or early termination of this Offer.

2. **CONTINUED FARMING.** Notwithstanding anything to the contrary contained herein, Buyer agrees that David Schleicher, the existing farmer who farms the Property (the "Tenant"), shall be allowed to continue farming said Property until such time as Buyer begins its development of the Property. Seller shall provide Buyer with a copy of any existing farm lease as part of the Existing Agreements delivered pursuant to Section 1 above. Additionally, at Closing, Seller shall assign such lease to Buyer (if existing Lease has not expired). Furthermore, Buyer shall enter into a written lease agreement with Tenant prior to Closing that provides that said lease is terminable upon three hundred sixty-five (365) days written notice to Tenant by Buyer.
  
3. **ADDITIONAL SELLER DOCUMENTS.** Seller shall deliver the following documents to Buyer at or prior to Closing:
  - (a) **FIRPTA Affidavit.** An Affidavit warranting that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, and that Buyer has no obligation under Internal Revenue Code Section 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code Section 1445).
  
  - (b) **Seller Certificate.** Seller shall deliver to Buyer at Closing a certificate that all representations and warranties set forth in this Offer are true and accurate as of the date of Closing; which warranties and representations shall survive Closing.
  
  - (c) **Other Documents.** The parties shall deliver to each other any and all assignments, documents, certifications, affidavits, etc. that are customarily delivered by a seller and buyer in a transaction of this nature.
  
4. **TITLE.** Seller will deliver to Buyer, at Buyer's sole cost and expense, and within fifteen (15) days after the Effective Date, a commitment to issue an owner's title insurance policy insuring Buyer's title to the Property in the amount of the Purchase Price. The title commitment and policy shall be on a current ALTA form issued by Chicago Title Company (the "Title Company"). Seller shall provide the Title Company with such affidavits and indemnities as are required by the Title Company to insure over liens and possession and required for Seller to convey fee simple title to the Property to Buyer in accordance with this Offer and provide Buyer, at Buyer's cost, with a GAP endorsement. In addition, the Seller shall secure from the Title Company a marked-up commitment at Closing, showing title vested in the Buyer, dated through the date of recording the documents, removing all requirements, with full extended coverage, and removing all exceptions but for such encumbrances as are expressly approved in writing by Buyer (the "Permitted Encumbrances") as provided below.

Buyer will provide to Seller, no later than ten (10) days prior to the expiration of the Feasibility Period, written notice of Buyer's objections to encumbrances or other matters shown in the title commitment, and Seller shall, within Five (5) days after receiving such objection, agree in writing to remove such encumbrances or objectionable matters prior to or at Closing, or may designate that it will not remove such encumbrances. If Buyer is not satisfied with the encumbrances and/or matters Seller is proposing that Buyer accept, then Buyer may, at Buyer's sole discretion, terminate this Offer on or before expiration of the Feasibility Period. Upon such termination of this Offer by Buyer, and the parties shall have no further obligation or liability under this Offer except for any which survive the closing or early termination of this Offer. If Seller does not remove the encumbrances and matters at Closing which Seller agreed to remove, then Buyer may, at Buyer's option, and Seller shall be deemed to be in default of the Offer. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary encumbrances evidenced by mortgages,



deeds of trust, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum ("Liquidated Liens").

5. **CLOSING.** This transaction shall be closed no later than the expiration of the Feasibility Period, subject to the waiver or satisfaction of Buyer's contingencies contained within this Offer.
6. **ASSIGNMENT.** Buyer may, without consent of Seller and at any time prior to the Closing of this transaction, assign this Offer by one or more successive assignments, provided assignee assumes all of the obligations of the Buyer hereunder. Upon any such assignment, the assignee shall automatically and without the execution of further instruments or documents, have all the rights and obligations of Buyer hereunder as if assignee were the original Buyer under this Offer, and the assigning entity shall be released from all of the obligations of the Buyer hereunder.
7. **BROKER COMMISSION.** Buyer and Seller each hereby represent and warrant to the other that they have not dealt with any real estate broker, agent or salesman, in a manner that could create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or the consummation or closing of the transaction or the conveyance of the Property by the Seller to Buyer. Seller hereby indemnifies Buyer against, and agrees to hold Buyer harmless from any liability or claim (and all reasonable expenses, including attorney's fees incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of, or in any way connected with, any claimed dealings with indemnitor and relating to this Offer or the purchase and sale of the Property. Notwithstanding anything contained in this Offer to the contrary, the obligation arising under this Section shall survive the rescission, cancellation or termination of this Offer and the closing of the transaction contemplated by this Offer.
8. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.** Seller warrants and represents, to Seller's knowledge, that on the date hereof, and as of the date of Closing, the Property will be in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water, or solid and hazardous waste, including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources. To Seller's knowledge, there are no pending or threatened actions or proceedings by the local municipality, the Wisconsin Department of Natural Resources, United States Environmental Protection Agency or any other government entity, and to Seller's knowledge there is no basis for any such action or proceeding. Seller has never disposed of any solid or hazardous waste on the Property, and Seller has no notice or knowledge of any solid or hazardous waste having ever been disposed of on the Property. To the best of Seller's knowledge, there are no landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property, and, to Seller's knowledge, neither the Property nor any part thereof has been used, and prior to Closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources).
9. **SELLER REPRESENTATIONS AND WARRANTIES.** Seller further represents and warrants (which such representations and warranties are relied upon and induced Buyer to enter this Offer) that: (i) the individuals signing on behalf of Seller, and have full power, authority and legal right to deliver, engage in the transactions contemplated thereby, and perform and observe the terms and conditions of this Offer on behalf of Seller, (ii) Sellers have sole title to the



Property; (iii) to Seller's knowledge, there are no encroachments of fences, buildings or other improvements to the Property on any easement or on an adjoining property and no encroachments of any fences, buildings, other improvements of adjoining premises are on the Property, (iv) to Seller's knowledge, there are no unrecorded easements, party walls, agreements, or rights-of-way which affect the Property, (v) no work has been done and no materials have been furnished in connection with the improvement of the Property during the last six months, (vi) there is no person or entity that is entitled to a finder's fee or any type of brokerage commission in relation to or in connection with the transactions contemplated by this Offer, (vii) no lease or rental agreement exists relating to the Property, (viii) no condemnation proceeding is pending, or threatened with respect to any part of the Property, (ix) Sellers have no notice or knowledge of any governmental agency or court order requiring repairs, alterations or corrections of any existing conditions on the Property and that the Property shall comply with all federal, state and municipal laws, ordinances, orders, regulations or requirements as of the Closing, (x) no suit, action, arbitration, or legal, administration, or other proceedings are pending or have been threatened against the Property or against the Seller with respect to the Property, (xi) no bankruptcy, insolvency, rearrangement or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against the Seller and Seller has no intention of filing or commencing any such action or proceeding, (xii) to Seller's knowledge, there are no subsoil conditions which adversely affect the value of the Property, and (xiii) to Sellers knowledge, there are no special assessments levied or contemplated against the Property.

10. **CLOSING COSTS.** Seller acknowledges and agrees to pay for the applicable proration of real estate taxes for the year of Closing, and all special assessments as well as special taxes assessed, levied, or contemplated against the Property prior to Closing. Buyer shall be responsible for the real estate transfer tax, all title insurance costs for an owner's title insurance policy, the recording costs and costs of any lender title insurance policy (if applicable), and all escrow and closing fees associated with the transaction charged by the Title Company.
11. **SELLER INDEMNIFICATION.** Seller agrees to indemnify, protect, defend and hold harmless Buyer from all losses, claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses including reasonable attorneys' fees that Buyer, and as applicable, its officers, directors, shareholders, employees, representatives, successors, and assigns may incur, suffer, or become subject to, that arise out of, result from or relate, directly or indirectly, to: (i) claims asserted by any third party relating to liens, encumbrances, charges, claims, restrictions, pledges, security interests and impositions against the Property, (ii) the use, management, operation, rental, maintenance and ownership of the Property based upon acts, conduct or omissions occurring before the date of Closing, or (iii) a breach by Seller of the terms, covenants, representations, or warranties of the Offer.
12. **ATTORNEY'S FEES.** In the event that any action is filed in relation to the Offer, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be called upon to pay, a reasonable sum for the successful party's costs and attorneys' fees.
13. **LEGAL EFFECT.** Seller and Buyer acknowledge and agree that this Offer is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Offer based on the broad discretion afforded Buyer in evaluating the fulfillment of certain conditions precedent to Buyer's performance. Seller acknowledges that such efforts by Buyer will require Buyer's expenditure of time and resources in investigating the Property and that such expenditures along with the one hundred Dollars (\$100) to be paid to Seller from the Earnest Money (if any) in the event of Buyer's termination of the Offer prior to the expiration of the Feasibility Period, constitute good and sufficient consideration to Seller for Seller's acceptance hereof.



14. **COUNTERPARTS.** This Offer may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. There is no requirement that each party sign the same counterpart. This Offer may be signed by electronic signatures, as defined under Wisconsin Statutes Section 137.11(8) or the U.S. federal E-SIGN Act of 2000 and any subsequent corresponding statute, including without limitation facsimile, portable document format (PDF), e-mail, or other means of electronic transmission. Any such signature shall be given the same effect as if it were an original signature on an original Offer or counterpart. Immediately upon one or more counterparts hereof, individually or taken together, bearing the signatures, electronic or otherwise, of each of the parties reflected hereon as signatories, this Addendum will become legally binding, and may be introduced or submitted in any action or proceeding as competent evidence of such Addendum notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.
15. **DATES AND DEADLINES.** Time is of the essence under this Offer as to acceptance, possession, occupancy, the Closing and other dates set forth herein; provided, however, that if the time within which any action, consent, approval or other activity herein contemplated, expires on a Saturday, Sunday or national holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday or national holiday.
16. **SEVERABILITY.** In the event any term or provision of this Offer shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Offer shall not be affected thereby, but each such term or provision shall be valid and shall remain in full force and effect.
17. **AMENDMENTS.** This Offer may not be modified or changed except by an instrument or instruments in writing signed by the Parties or their respective successors in interest.
18. **GOVERNING LAW/VENUE.** This Offer shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and without reference to any rules of construction regarding the Party responsible for the drafting hereof. The Federal Eastern District Court of Wisconsin shall have exclusive jurisdiction relating to any of the terms of this Offer or dispute between the Parties relating to the sale and purchase of the Property.
19. **SURVIVAL.** The respective representations, warranties, covenants, indemnities and agreements of the Parties, including, without limitation, those made in or resulting from any certificates, instruments or documents delivered pursuant to this Offer or in connection herewith, shall survive closing under this Offer and continue in full force and effect as permitted by law.
20. **ENTIRE AGREEMENT.** This Offer constitutes the entire agreement between the Parties as it relates to the sale of the Property.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Addendum A to WB-13 Vacant Land Offer to Purchase to be executed as of the date written below their respective signatures.

**SELLER - APNs 59030459152, 59030459310 and 59030459282:**

**DEBORAH GAGIN**

By: Deborah Gagin

Date: 10-02-25

**BUYER:**

**CITY OF SHEBOYGAN**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Addendum A to WB-13 Vacant Land Offer to Purchase to be executed as of the date written below their respective signatures.

**SELLER - APNs 59030459152, 59030459310 and 59030459282:**

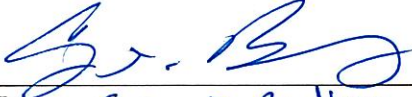
DEBORAH GAGIN

\_\_\_\_\_  
By: Deborah Gagin

Date: \_\_\_\_\_

**BUYER:**

CITY OF SHEBOYGAN

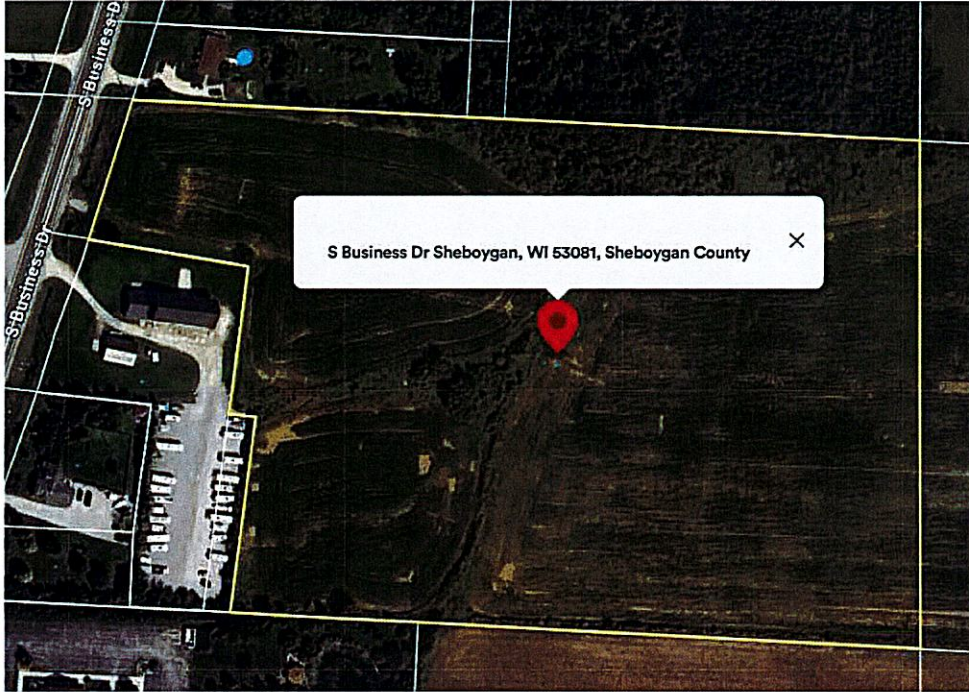
  
\_\_\_\_\_  
By: Casey J. Bradley  
Its: City Administrator

Date: 10/01/25

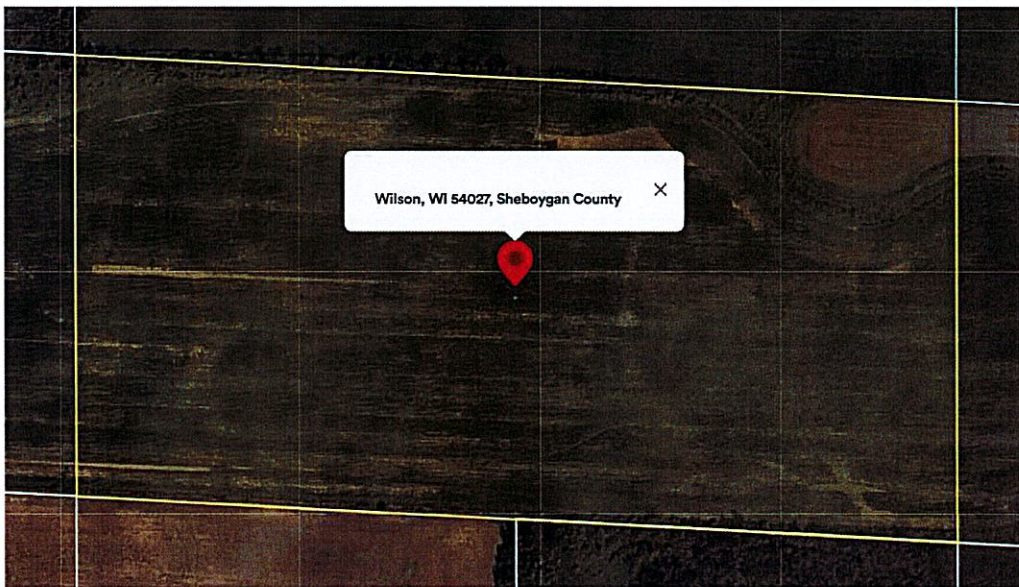


EXHIBIT A  
THE PROPERTY

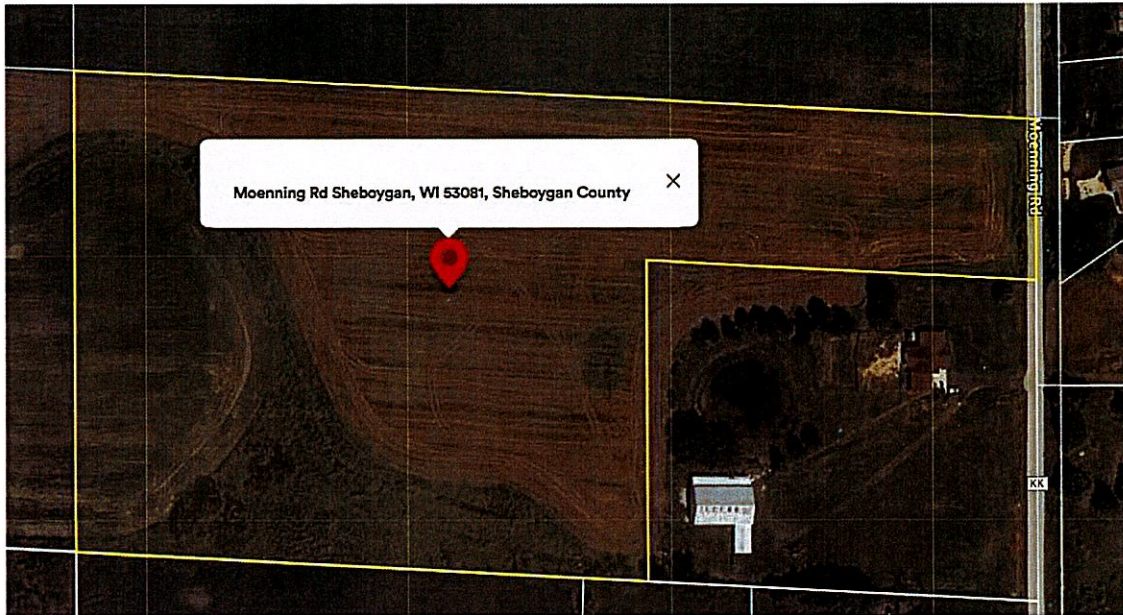
APN 59030459152



APN 59030459310



APN 59030459282



**CITY OF SHEBOYGAN  
RESOLUTION 104-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Water System Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is 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 approximately \$4,232,414 in Water System Revenue Bonds, Series 2026 for LSL Replacements (Safe Drinking Water Loan).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan





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Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

Item 10.

September 15, 2025

**VIA EMAIL**

Mr. Joe Trueblood, P.E.  
Superintendent  
Sheboygan Water Utility  
72 Park Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of Approximately \$4,232,414 City of Sheboygan (the "City") Water System Revenue Bonds, Series 2026 (Safe Drinking Water Loan)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

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 bonds (the "Bonds") by the City.

**Role of Bond Counsel**

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. 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 (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;

QB\98459502.1

Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 2

- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds 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 Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

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.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. 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. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will



Mr. Joe Trueblood, P.E.  
September 15, 2025  
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. 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 the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

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 Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a 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 Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

#### 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 as bond counsel would be approximately \$23,300, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds 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 the City is responsible for our fee.

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 Bonds 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.

Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 4

### 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.

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

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:JPL:TAB  
 #850357.00086

cc: Casey Bradley (via email)  
 Kaitlyn Krueger (via email)  
 Meredith DeBruin (via email)  
 Jane Werner (via email)  
 Lisa Gottsacker (via email)  
 Jacob P. Lichter (via email)  
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

**CITY OF SHEBOYGAN  
RESOLUTION 105-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is 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 proposed issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A (Safe Drinking Water Loan).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



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Suite 2400  
Milwaukee, Wisconsin 53202-4428  
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Milwaukee  
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Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

September 15, 2025

**VIA EMAIL**

Mr. Joe Trueblood, P.E.  
Superintendent  
Sheboygan Water Utility  
72 Park Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of City of Sheboygan (the "City") Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A (Safe Drinking Water Loan) (4901-16)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

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 bonds (the "Bonds") by the City.

**Role of Bond Counsel**

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. 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 (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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



Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 2

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Bonds 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, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

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.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. 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. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will

Mr. Joe Trueblood, P.E.  
September 15, 2025  
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. 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 the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

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 Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a 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 Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

#### 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 as bond counsel would be approximately \$10,465, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds 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 the City is responsible for our fee.

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 Bonds 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.



Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 4

### 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.

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

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:JPL:TAB  
 #850357.00082

cc: Casey Bradley (via email)  
 Kaitlyn Krueger (via email)  
 Meredith DeBruin (via email)  
 Jane Werner (via email)  
 Lisa Gottsacker (via email)  
 Jacob P. Lichter (via email)  
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

**CITY OF SHEBOYGAN  
RESOLUTION 106-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 13, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is 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 proposed issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (Safe Drinking Water Loan).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan





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Milwaukee  
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Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

September 15, 2025

**VIA EMAIL**

Mr. Joe Trueblood, P.E.  
Superintendent  
Sheboygan Water Utility  
72 Park Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of City of Sheboygan (the "City") Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (Safe Drinking Water Loan) (4901-17)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

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 bonds (the "Bonds") by the City.

**Role of Bond Counsel**

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. 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 (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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

Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 2

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
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The opinion will be executed and delivered by us in written form on the date the Bonds 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, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

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.

#### Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. 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. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will



Mr. Joe Trueblood, P.E.  
September 15, 2025  
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. 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 the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

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 Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a 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 Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

#### 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 as bond counsel would be approximately \$8,500, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds 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 the City is responsible for our fee.

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 Bonds 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.

Mr. Joe Trueblood, P.E.  
 September 15, 2025  
 Page 4

### 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.

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

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating

BJK:JPL:TAB  
 #850357.00083

cc: Casey Bradley (via email)  
 Kaitlyn Krueger (via email)  
 Meredith DeBruin (via email)  
 Jane Werner (via email)  
 Lisa Gottsacker (via email)  
 Jacob P. Lichter (via email)  
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

QB\98459455.1

**CITY OF SHEBOYGAN  
R. C. 281-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 14, 2025.**

Your Committee to whom was referred R. O. No. 120-24-25 by City Clerk submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

Committee:

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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN**

**R. O. 120-24-25**

**BY CITY CLERK.**

**MARCH 3, 2025.**

Submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals.

FILED

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30955. 30952

ROGER G. MILLER  
an adult individual  
202 Pioneer Road  
Sheboygan, WI 53081

CASE NO.:

25CV72

and

ERIK A. THELEN  
and BELLE R. RAGINS  
adult individuals  
4933 Evergreen Drive  
Sheboygan, WI 53081

and

JOHN E. EHMANN  
an adult individual  
231 Edgewater Road  
Sheboygan, WI 53081

and

KENNETH J. LISBERG  
and DEBORAH A. LISBERG  
adult individuals  
415 Timberlake Road  
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and  
TONI J. DESTEFANO  
adult individuals  
346 Edgewater Road  
Sheboygan, WI 53081

Plaintiffs.

v.

CITY OF SHEBOYGAN PLAN  
COMMISSION  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD  
OF APPEALS  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

Defendants.

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### SUMMONS

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THE STATE OF WISCONSIN. To each person named above as Defendant:

You are hereby notified that the Plaintiffs named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 909 North 8<sup>th</sup> Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.



Dated this 31<sup>st</sup> day of January, 2025.

ROHDE DALES LLP

*Electronically Signed By*

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

kborkenhagen@rohdedales.com

avanderheyden@rohdedales.com

P.O. Address:

909 North 8<sup>th</sup> Street, Suite 100

Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

FILED

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

ROGER G. MILLER

Case Code: 30955, 30952

an adult individual

202 Pioneer Road

CASE NO.:

Sheboygan, WI 53081

and

ERIK A. THELEN

and BELLE R. RAGINS

adult individuals

4933 Evergreen Drive

Sheboygan, WI 53081

and

JOHN E. EHMANN

an adult individual

231 Edgewater Road

Sheboygan, WI 53081

and

KENNETH J. LISBERG

and DEBORAH A. LISBERG

adult individuals

415 Timberlake Road

Sheboygan, WI 53081

and

GREGORY P. HOPKINS and

TONI J. DESTEFANO

adult individuals

346 Edgewater Road

Sheboygan, WI 53081

Plaintiffs.

v.

CITY OF SHEBOYGAN PLAN  
COMMISSION

a public board

828 Center Avenue

Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD  
OF APPEALS  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

Defendants.

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### COMPLAINT

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**NOW COME** Plaintiffs Roger G. Miller, Erik A. Thelen, and Belle R. Ragins (collectively, "Plaintiffs"), by their attorneys, Rohde Dales LLP, and for their complaint against the City of Sheboygan Plan Commission and the City of Sheboygan Zoning Board of Appeals, allege as follows:

1. Plaintiff Roger G. Miller ("Miller") is an adult individual whose address is 202 Pioneer Road, Sheboygan, Sheboygan County, Wisconsin 53081.
2. Plaintiffs Erik A. Thelen ("Thelen") and Belle R. Ragins ("Ragins"), a married couple, are adult individuals whose address is 4933 Evergreen Drive, Sheboygan, Sheboygan County, Wisconsin 53081.
3. Plaintiff John E. Ehmann ("Ehmann") is an adult individual whose address is 231 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.
4. Plaintiffs Kenneth J. Lisberg and Deborah A. Lisberg ("Lisbergs") are adult individuals whose address is 415 Timberlake Road, Sheboygan, Sheboygan County, Wisconsin 53081.
5. Plaintiffs Gregory P. Hopkins ("Hopkins") and Toni J. DeStefano ("DeStefano") are adult individuals whose address is 346 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

6. Defendant City of Sheboygan Plan Commission ("Plan Commission") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(1), and the City of Sheboygan Code of Ordinances, having the duties and responsibilities described therein.

7. Defendant City of Sheboygan Zoning Board of Appeals ("BOA") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(7)(e), and the City of Sheboygan Code of Zoning Ordinances ("Zoning Ordinances"), having the duties and responsibilities described therein.

8. Miller owns a residential property with an address of 324 East Center Avenue, Unit #4, Sheboygan, Wisconsin 53081. This residential property is located in the City of Sheboygan.

9. On December 15, 2020, Kohler Company ("Kohler") was granted a conditional use permit ("CUP") by the Plan Commission to build a golf course just north of Kohler-Andrae State Park between the Black River and Lake Michigan.

10. Thelen and Ragins live approximately three quarters of one mile north of the proposed golf course.

11. Miller lives approximately one third of a mile north of the proposed golf course.

12. Ehman lives approximately one fourth of a mile north of the proposed golf course.

13. Lisbergs live directly adjacent to the northern boundary of the proposed golf course.

14. Hopkins and DeStefano live approximately one-fourth of a mile north of the proposed golf course.

15. The CUP, by its very terms, was ostensibly "tolled" until the time that all litigation regarding Kohler's ability to construct the golf course concluded.

16. The CUP also required, again by its very terms, that any revised site plans be submitted to the Plan Commission as a new application for a new CUP and approval prior to the commencement of construction.

17. The CUP's terms further mandate that Kohler obtain all necessary permits, including but not limited to a wetland fill permit.

18. On December 5, 2023, the Wisconsin Court of Appeals issued a ruling in the final remaining legal action pending relating to Kohler's legal ability to construct the golf course.

19. In that case, the court of appeals upheld the denial of Kohler's application for a wetland-fill permit from the Wisconsin Department of Natural Resources.

20. By the terms of the CUP and the apparent interpretation of City of Sheboygan Ordinance 105-998(i) by the Plan Commission, Kohler's CUP would expire if Kohler did not commence construction of the golf course within 365 days of December 5, 2023.

21. On November 12, 2024, the Plan Commission heard a petition from Kohler to extend the life of the CUP for an additional year.

22. The site plans submitted to the Plan Commission by Kohler with its application for the CUP in 2020 require amendments, for a variety of reasons, including but not limited to environmental changes caused by the changing water levels of Lake Michigan and the denial of a wetland fill permit.

23. Kohler did not submit new plans for the construction of the golf course prior to the Plan Commission's November 12, 2024, hearing to extend the 2020 CUP.

24. Miller spoke at the November 12, 2024, Plan Commission hearing in opposition to Kohler's application for a one-year extension of the CUP.

25. Ragins has a disability protected by the Americans with Disabilities Act ("ADA").

26. The posted agenda for the November 12, 2024, Plan Commission hearing did not list public comments; however, public comments were allowed.

27. The agenda instructed individuals with disabilities to contact the City Development Department for accommodations and required remote participants to request access at least 24 hours in advance.

28. Ragins followed these instructions, submitting an ADA request via phone and email.

29. Ellise Rose ("Rose"), the Associate Planner responsible for ADA compliance, confirmed in writing that she believed the Chair of the Commission would be allowing public comment in the meeting and that the public comment should be available to people attending virtually.

30. Ragins also left a voicemail with the City of Sheboygan Mayor's office, reiterating her request and the city's legal obligation under the ADA.

31. Rose then provided Ragins with a Microsoft Teams link for the meeting.

32. During the November 12, 2024, Plan Commission hearing, Ragins began speaking through the Microsoft Teams application during the public-comment portion of the hearing.

33. The Plan Commission told Ragins that she was not allowed to speak because she was not physically present at the hearing; told Ragins that online participants may only silently watch the hearing; and muted her audio, preventing Ragins from making her oral objections to Kohler's application for a one-year extension of the CUP and claimed that Ragins needed to be in person to convey her statement to the Plan Commission.

34. Beyond being denied the opportunity to speak, Ragins was also unable to observe the meeting, as the Microsoft Teams cameras remained off, restricting her to audio-only access.



35. John Belanger ("Belanger"), a member of the Plan Commission, is an employee of Kohler.

36. Despite being a Kohler employee and having a conflict of interest, Belanger did not recuse himself from the vote on Kohler's application for a one-year extension of the CUP.

37. Belanger openly voiced strong support for and ultimately voted in favor of the Kohler's application for a one-year extension of the CUP.

38. On November 12, 2024, the Plan Commission granted Kohler's application for a one-year extension of the CUP.

39. On December 16, 2024, Miller paid the filing fee and filed with the BOA a written appeal of the Plan Commission's decision to grant Kohler's application for a one-year extension of the CUP.

40. Miller's written appeal is attached as Exhibit A and is hereby fully incorporated in this complaint by reference.

41. In response to Miller's appeal, Kevin Sampson ("Sampson"), the chairman of the BOA, wrote a letter to Miller, stating that BOA did not have authority to hear Miller's appeal.

42. Sampson's letter is attached as Exhibit B and is hereby fully incorporated in this complaint by reference.

43. Upon information and belief, City Attorney Charles Adams ("Adams") "ghost wrote" the Sampson letter.

44. Adams orally advised the Plan Commission during the November 12, 2024, hearing on Kohler's application for a one-year extension of the CUP.

45. It was inappropriate for Adams to advise both the Plan Commission and the BOA. Because BOA was asked to review a decision of the Plan Commission, Adams should have referred the BOA and Sampson to other legal counsel to respond to Miller's appeal.

**CLAIM FOR RELIEF: COMMON LAW  
WRIT OF CERTIORARI AGAINST THE PLAN COMMISSION**

46. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

47. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

48. Plaintiffs are not applicants for a conditional use permit and are challenging the actions of the Plan Commission in granting an extension of Kohler's CUP.

49. If there are no specific statutory rules or City of Sheboygan ordinances governing Plaintiffs' challenge of the Plan Commission's actions, Plaintiffs' claims are governed by the common-law writ of certiorari.

50. The CUP had already expired at the time that the Plan Commission ostensibly granted a one-year extension of the CUP, and thus the Plan Commission acted without authority.

51. Additionally, even if the CUP had not expired prior to November 12, 2024, the Plan Commission's decision to grant Kohler's one-year extension of the CUP was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, included the vote of a member who had a conflict of interest due to his employment with Kohler, was not supported by the evidence, and represented the Plan Commission's will and not its judgment.

**FIRST ALTERNATIVE CLAIM FOR RELIEF: STATUTORY  
WRIT OF CERTIORARI AGAINST THE BOA**

52. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

53. Wisconsin Statute § 62.23(7)(e) grants boards of appeals broad authority to review the decisions of municipal actors as those decisions apply to a municipality's zoning ordinances.

54. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

55. Plaintiffs are not applicants for a conditional use permit and are challenging the authority of granting of a conditional use permit, and thus the BOA has jurisdiction to hear Miller's appeal under the broad statutory grant of authority to BOA pursuant to Wisconsin Statute § 62.23(7)(e).

56. BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

57. Pursuant to Wisconsin Statute § 62.23(7)(e)10.a., the Court has authority to issue a writ of certiorari overturning BOA's decision.

**SECOND ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW  
WRIT OF CERTIORARI AGAINST THE BOA**

58. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

59. If the Court finds that Plaintiffs do not have an avenue pursuant to Wisconsin law to seek a writ of certiorari against the BOA, then the common law provides such an avenue.

60. And again, BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was

based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

**THIRD ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW  
WRIT OF MANDAMUS AGAINST THE BOA**

61. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

62. Sampson's letter ostensibly denying Miller's appeal was not an actual decision of BOA, as Miller's appeal was not considered by the whole BOA nor was it voted on by the members of BOA.

63. As outlined in this complaint, Miller has a clear legal right to have his appeal heard by BOA because he timely filed the written appeal and paid the mandatory filing fee.

64. Wisconsin state law and City of Sheboygan ordinances create a positive and plain duty on the part of BOA to hear Miller's appeal.

65. If the Court finds that the writ of certiorari is not a proper remedy in this matter, then Plaintiffs will have no adequate remedy, other than a writ of mandamus.

66. Without the granting of the writ of mandamus, Miller will be substantially damaged because he will have not had a chance to have his appeal heard by BOA, an appeal that he is legally entitled to have heard.

**WHEREFORE**, Plaintiffs Roger G. Miller, Erik A. Thelen, Belle R. Ragins, John E. Ehmann, Kenneth J. Lisberg, Deborah A. Lisberg, Gregory P. Hopkins and Toni J. DeStefano seek judgment against the Defendants as follows:

A. That this Court issue a writ of certiorari against the Plan Commission declaring Kohler's CUP invalid;

B. In the alternative, that this Court issue a writ of certiorari invalidating BOA's decision to deny Miller's appeal and declaring Kohler's CUP invalid;

C. In the alternative, that this Court issue a writ of mandamus ordering BOA to hear Miller's appeal; and

D. For such other and further relief as the Court may deem just and proper.

Dated this 31<sup>st</sup> day of January, 2025.

ROHDE DALES LLP

*Electronically Signed By*

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

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A Member of the Firm

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December 13, 2024

City of Sheboygan  
Building Inspection Department  
828 Center Avenue, Unit 208  
Sheboygan, WI 53081

Subject: **Application and Petition to City of Sheboygan Board of Appeals to Rescind the One-Year Time Extension Granted to Kohler Company's Conditional Use Permit for a Proposed Golf Course in Section 14, T. 14 N, R 23 E, Sheboygan County, Wisconsin**

Ladies and Gentlemen:

**This application and petition requests that the City of Sheboygan Board of Appeals (Board) rescind the one-year time extension recently granted by the City of Sheboygan Plan Commission to the Conditional Use Permit (CUP) that had been issued to Kohler Company for the proposed golf course in Section 14, T 14 N, R 23 E in Sheboygan County. This application is made pursuant to Section 15.912 – Appeals of Zoning Interpretations of the City of Sheboygan Zoning Ordinance, and may be used jointly or severally by any other petitions regarding this issue.**

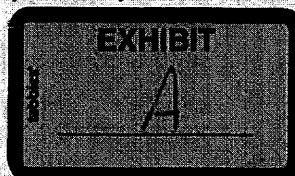
The subject CUP had been issued to Kohler Company on December 15, 2020, approximately four years ago. Section 15.905(9) on page 283 – **Time Limits on Development of Conditional Use**, on page 283 of the Zoning Ordinance, states that:

***The start of construction of any and all conditional uses shall be initiated within 365 days of their approval by the Plan Commission and shall be operational within 730 days. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use.*** Any request for extension of time must be made prior to such revocation. **Kohler's request for time extension is three years too late.**

**Because construction has not started, there was no CUP in effect** for the Plan Commission to recently extend in time. **The Plan Commission's recent granting of time extension was illegal.**

**Additional violations of Zoning Ordinance have been previously identified** by petitioner Thelen's June 16, 2021, letter to Mayor Ryan Sorenson as well as verbally by the author during the November 12, 2024, Plan Commission meeting. That was preceded by the author's written comments to the Plan Commission dated December 10, 2020, that were verbally summarized at the December 15, 2020 Plan Commission meeting during which time the subject CUP was approved. Additionally, Pines Bach's December 14, 2020 twenty pages of Written Comments outlined in detail many defects in the CUP application. These documents, as well as Midwest Environmental Advocates December 12, 2020 comments, **comprise Appendix A.**

**Kohler Company just recently requested this time extension in order to develop a new Site Plan for the proposed golf course that avoids any filling of wetlands because nearly six years ago (on March 15, 2019), the Wisconsin Division of Hearings and Appeals (DHA) REVERSED Kohler's permit with DNR to fill 3.7 acres of wetlands (refer to Appendix B) due to the extensive adverse environmental effects that would be caused by the project as a whole. And DNR's March 31, 2017, Endangered Resource Review (Appendix C) identifies some of the species at risk.**



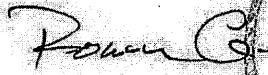


City of Sheboygan  
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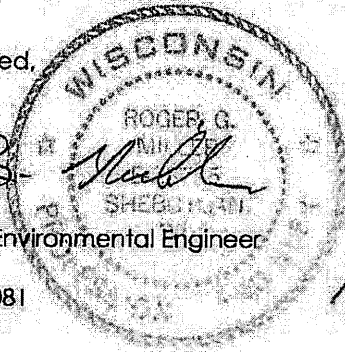
**This petition also applies to the Board for adjudication regarding the numerous violations of Zoning Ordinance during review and issue of the subject 2020 CUP that will need to be reviewed if Kohler Company applies for a new CUP, or for any other type of development that may be subsequently proposed.**

The remainder of this document summarizes information necessary to make an informed decision in response to this application as well as responding to any other parties petitioning on the subject CUP.

Respectfully submitted,



Roger G. Miller, PE, Environmental Engineer  
202 Pioneer Road  
Sheboygan, WI 53081



12/16/2024

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## INTRODUCTION

In addition to identifying the specific portions of the City of Sheboygan Zoning Ordinance that are most pertinent to the proposed golf course project that have been violated, **this petition offers recommendations for appropriate action by the Board.** It also offers more general recommendations to the city on how to **begin applying the Natural Resource Protection Regulations** (Subchapter 15-5) of the Zoning Ordinance relevant to the subject land as well as future projects involving wetlands, woodland, and shorelands, **and not affirm precedent for continuing to set them aside** as has been consistently done throughout the city's involvement with the subject proposed development.

This may also be useful for the Planning Department now and in the future as they're required to interpret the city's Zoning Ordinances and advise the Plan Commission. Further, it briefs City of Sheboygan elected officials, commissioners, and employees on the background of this case so that similar violations of Zoning Ordinance might be avoided in the future. While many people may not realize, Wisconsin Statute Chapter 946.12 makes it clear that it's important to not ignore ordinances because that constitutes official misconduct, which is a Class 1 felony.

## Proposed Golf Course Project Description

The development proposed by Kohler Company on the subject land is an 18-hole championship grade golf course. This would become the company's fifth course in the vicinity of Sheboygan which, along with The Bull at Pinehurst Farms nearby, would provide a sixth high grade course in the area. Together with five other courses around Sheboygan that are less challenging and are used by most local golfers, **the proposed development would become the ninth golf course with 18 holes within 6 miles of downtown Sheboygan,** and there are two additional nine-hole courses. Refer to Figure 1 – Golf Courses within 6 miles of Downtown Sheboygan. Appendix D provides additional information on these courses and how the state rates in attracting visiting golfers. **All of these existing local courses were constructed in areas of formerly tilled agricultural land** having predominantly clayey soils and involved few, if any, protected (by state law) wetlands.

**In contrast, the proposed golf course location is comprised of mature mixed deciduous-coniferous forest, river flood fringe wetlands, and isolated wooded wetlands, all of which are Protected Natural Resources under City of Sheboygan Zoning Ordinances.** Refer to Figure 2 – Proposed Golf Course Location. This project came under the jurisdiction of the City of Sheboygan Zoning Ordinances through Kohler's request for annexation of their land along with a substantial portion of the state park (refer to Figure 3).

The 2020 Site Plan for **the proposed golf course covers the eastern 184 acres** of the approximately 247-acre sum of the area of the Tax Key Parcels that are outlined in red in Figure 4 – Tax Key Parcel Map and tabulated below:

Tax Key Number	Area Composition (acres)		
	Wetland	Woodland	Total
59281328015	2.4	60.6	63.0
59281328016	10.2	19.5	29.7
59281328017	2.1	47.4	49.5
59281328018	6.5	71.9	78.4
59281328029	14.2	10.8	25.0
59281328027	0.0	1.3	1.3
	<b>Wetland: 35.4</b>	<b>Woodland: 211.5</b>	<b>246.9 Total</b>
	<b>(10%)</b>	<b>(90%)</b>	

This land has about 3/4's of a mile of Lake Michigan shoreline that is required by City Zoning Ordinance to remain in its "undisturbed state". The project is bounded by state park to the south and Black River and state park to the west, a large lot wooded residential subdivision to the north, and Lake Michigan shoreline to the east (refer to Figure 5 – State Property Map). Figure 6 shows the DNR mapped wetlands in the area, some of which are shown in the 2020 Site Plan to be filled, and woodlands would be clear cut adjacent to the wetlands that remain. The Site Plan also shows filling within the Flood Fringe of the Black River that is mapped in Figure 7, which is not allowable at either state or local levels of regulation.

The Site Plan for the course in the 2020 CUP is provided in Figure 8. It's described by Kohler to be a "minimalist" design that "may require more than 50% clear cut" as mentioned in the project's Environmental Impact Report (EIR). However, the Site Plan indicates approximately 75% "clear cut" of the project's woodland area, which is highlighted in pink on Figure 9 – Annotated 2020 Site Plan.

Kohler advises that the proposed course location is "ideal" because it's near Riverdale Country Club, and admirably compares it to the publicly owned golf course at Peninsula State Park that was started about 100 years ago on previously deforested land. That location is perched high on top of the Niagara Escarpment in an area that contains no wetlands, and its edges are high above the rocky and erosion-resistant shoreline of Green Bay. It has little in common with the proposed course.

Although not shown in the 2020 Site Plans, the Initial Site Plans prepared by Kohler Company had shown quarry stone reveiment along about 2/3's of the shoreline in segments along the area marked with dashed black line on Figure 4. Because a revetment of that scale would require an Individual Chapter 30 Permit with DNR and the Army Corps of Engineers, which would be a permitting obstacle in addition to those the golf course project already faced, that issue has been deferred by not showing revetments on subsequent plans. Photos in Appendix E show the extensive reveiments along Whistling Straits. In the meantime, several portions of the 2020 Site Plan's course of play are located lakeward of the present Ordinary High Water Mark (O.H.W.M.), extending beyond Kohler's riparian property boundary and onto shoreline that is held in trust by the state.

Because Kohler's permit to fill over 40 small wetlands and some of wetland area comprising the east edge of the flood fringe of the Black River (summing to 3.7 acres) was "REVERSED" in 2019 by the State of Wisconsin Division of Hearings and Appeals (DHA), Kohler recently informed the Plan Commission they will soon provide a revised Site Plan that will avoid filling any wetlands. This plan would need to accommodate the present O.H.W.M., which is at the toe of the erosion scarp caused by the 2016 through 2022 high water level period. However, that is moot for a golf course on the subject land for the reasons described in the next section.

## SUMMARY OF ZONING ORDINANCE VIOLATIONS AND BASIS OF APPEAL

In addition to Plan Commission illegally recently extending the CUP for the course, the previous Planning Department staff had violated the portions of the Zoning Ordinance most pertinent to the proposed use and characteristics of the subject land.

Development of a privately owned golf course (defined as *Outdoor Institutional* for which use classifications are cited in Table 15.204: *Land Uses in Permanently Protected Green Space*, page 113 of the Zoning Ordinance) is not permitted either by right, Special Use, or Conditional Use. And according to the 2020 Site Plan, the entirety (100%) of the planned course is Permanently Protected Green Space consisting of either Wetland, Woodland, or Lakeshore, none of which are allowed to be disturbed according to Table 15.204 and Subchapter 15-5. Additionally, all of the land is recharge.

As mandated by Table 15.204 as just described, a golf course on privately owned land is simply not allowable at the subject location. If the land was to be "publicly" owned (in this case by the city), its development could become allowable under CUP, but only if it didn't result in adverse environmental impacts. And that's not physically possible here.

In evaluation of the 2020 CUP application, the **Planning Department's Request for City Plan Commission Consideration** (refer to page 7 of Appendix F) **incorrectly treated the subject land that is privately owned, as public**. Zoning Ordinance affords more latitude for any city owned golf courses that are meant to be closely accessible to residents and economical enough for much of the public to afford.

Subsection (4) Natural Resource and Green Space Regulations and Requirements of Section 15.205 – **Regulations Applicable to All Land Uses** (page 114) requires that: "**All land use and/or development of land shall comply with the regulations and requirements of Subchapter 15-5** (refer to Appendix G), **pertaining to the protection of sensitive natural resources and required green space areas**. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of health, safety, and general welfare of the residents of the City of Sheboygan and its environs."

The city's **Natural Resource Protection Regulations** (Subchapter 15-5, pages 197 through 206) of the Zoning Ordinance are specifically regulated "overlays" as **Permanently Protected Green Space**. In spite of these overlay requirements **being superior to all other layers of ordinance, the Plan Commission continues to set aside most of Subchapter 15-5 in the course of administering the subject CUP**.

In order for the city to come into compliance with applicable zoning ordinances regarding the subject CUP, **each of the following violations outlined below justify and necessitate the Board in rescinding the Plan Commission's November 12, 2024, action to extend its time limit:**

- 1) **Section 15.905(9)** on page 283 - **Time Limits** on the Development of Conditional Use requires that construction shall start within 365 days to start construction, and the use shall be operational within 730 days, neither of which has been met. Because it had always been anticipated by the city and applicant that the project faced a number of permitting hurdles and potential for lawsuits, **in 2020 the Plan Commission should have instructed the applicant to defer application of the CUP until those were all resolved.**
- 2) **Section 15.008(2)** on page 3 - States that "**no land shall be developed or used, and no structure erected or maintained in violation of any state or federal regulations**". DNR **Wetland Ecologist** (Patricia Trochell) during the Wisconsin Division of Hearings and Appeals (DHA) hearings that resulted in REVERSAL of Kohler's permit to fill some wetlands testified (in Appendix B) that "**the project would not be in compliance with either S. 281.36, Stats. or ch. NR 103, Adm. Code.**"
- 3) **Section 15.306** on pages 183 through 186 - **Detailed Instructions for Density and Intensity Regulations:**

15.306(1) For Both Residential and Nonresidential Development:

(a) **Check Planning Recommendations for the Subject Property**

- 1) Check Comprehensive Plan Recommendations - City of Sheboygan **Comprehensive Master Plans had never anticipated the subject land to be annexed.**



- (b) **Check the Zoning of the Subject Property** – Upon annexation, the Planning Department assigned SR-5 (single family dwellings on lots of at least 6,000 square feet) zoning to the subject land. Although the proposed land use being a **golf course on privately owned land, which is an Outdoor Institutional Use (15.206(3)(d) on page 126), is an allowable Conditional Use in SR-5 zoning, see (c) below.**
- (c) **Complete a Natural Resources Site Evaluation** for the Site (pages 177 through 179): While recognizing 241 acres of the 247 acres of "proposed golf course property" is comprised of floodplain (58 acres), wetlands (6 acres), lakeshore (7 acres), woodlands (170 acres), the Worksheet (Exhibit 8 of the Planning Department's report "**Request for City Plan Commission Consideration**", In Appendix F, "**subtracts portions of natural resources made developable by using approved environmental mitigation techniques**" to provide a conclusion that the Net Developable Area (NDA) for the golf course is 172 acres. However, **the only provision provided by Kohler Company is a proposed payment into DNR's wetland mitigation fund for proposed filling of just 3.7 acres of wetland.** Correspondingly, the arithmetic on this Worksheet should have shown somewhere between 8 and 10 acres of NDA. However, **the entire area of the 2020 Site Plan is Permanently Protected Green Space, providing an actual NDA of 3.7 acres** by a proposed payment into a mitigation fund. But that doesn't make up for elimination of the globally rare interdunal wetlands being filled by this Site Plan. A "**Corrected**" **Site Evaluation Worksheet** tabulating conditions before any mitigation provisions are attributed is included in **Appendix G, Indicating zero NDA.**
- 4) **Section 15.204 (pages 112 and 113, refer to Appendix H) - Table of Land Uses Permitted in Permanently Protected Green Space Areas (page 113) does not allow Conditional Uses for Outdoor Institutional land use, as a golf course on privately owned land is classified, in wetlands, woodlands, or lakeshore. Because these comprise entirety of the subject land, the proposed development was and is not even eligible for any consideration under a CUP, much less meeting the criteria for granting a CUP.**
- 5) **Section 15.205 - Regulations Applicable to All Land Uses, Subsection (4) Natural Resources and Green Space Requirements (page 114, included in Appendix H): "All land use and/or development of land shall comply with all the regulations and requirements under Subchapter 15-5, pertaining to the protection of sensitive natural resources and required green space area. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the residents of the City of Sheboygan and its environs." The Planning Department's report to the Plan Commission for their consideration in issuing the subject CUP in 2020 functionally set these aside by misrepresenting how the regulations are to be applied.**
- 6) **Subchapter 15-5: Natural Resource Protection Regulations (pages 197 through 206, Appendix G): "The purpose of this Subchapter is to set forth the requirements for the mandatory protection of natural resources and permanently protected green space area within the jurisdiction of this Subchapter to ensure the implementation of the City of Sheboygan Comprehensive Master Plan and State of Wisconsin Statutes 62.231 and 87.30." Refer to Section 15.504 Wetland Overlay Zoning District, 15.505 Lakeshore Overlay Zoning District, 15.507 Woodland Overlay Zoning District, 15.508 Steep Slope Overlay Zoning District, and Section 15.509 Detailed Site Analysis, all of which were set aside by issuing the subject CUP in 2020. The topography and pattern of wetlands, woodlands, and shoreline of the subject parcel is a globally rare and of regional significance and the woods have**



been left undisturbed long enough to have acquired a substantial degree of "old growth" ecologic functionality. These characteristics fully warrant the degree of specific protection provided by the City of Sheboygan Subsection 15-5 Natural Resource Protection Overlay requirements. And if not, no land that exists in Sheboygan County, or even the state, does.

7) **Section 15.905 Conditional Use Review and Approval** (pages 279 through 284, Appendix I):

"The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses."

15.905(d) on page 280: "Under this Chapter, a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the City Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole." The applicant has not demonstrated this. In fact, ecologist testimony in the DHA Reversal documents in detail myriad adverse impacts the proposed construction would have on the site's wetlands as well as the state park lands. To the neglect of this, Kohler's Environmental Impact Report (EIR) for the Site Plan of the proposed golf course that was submitted to the Planning Department (under staff that are no longer present) for their review and recommendation to the Plan Commission admitted there would be the "some" adverse impact. Based on the environmental attributes of the subject land as documented in the extensive appendix of the EIR, and my review of the Site Plan and familiarity of the land, it is my opinion as a Professional Environmental Engineer with extensive experience in site and community planning and environmental resource preservation, enhancement, and restoration design that the adverse impacts on the wetlands, woodlands, and shoreland of the subject property would be major. And Section 15.905(1)(d) on page 280 states that "a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole". The Division of Hearings and Appeals March 15, 2019, record (Appendix B) that Reversed Kohler's permit to fill some wetlands describes in detail the manner and degree of adverse environmental impact that clear cutting the woodlands adjacent to the wetlands would have. Further, "clear cutting" (see page 123) is only allowable under Section 15.206(2) – Agricultural Land Uses (not Outdoor Institutional), and only if it "will improve the level of environmental protection on the subject property". As documented in Appendices A and B, the proposed clear cutting will not improve the level of environmental protection.

8) **Section 15.905(11)** on pages 283 and 284 require that "**Modification, alteration, or expansion of any conditional use** in violation as approved per (5)", which is Review by the Plan Commission and Public Hearing, "without approval by the Plan Commission, shall be grounds for revocation of said conditional use approval per (8)" (below) – Termination of an approved Conditional Use.

During the November 12, 2024, Plan Commission meeting, Kohler Company reported that within several months they would be submitting to the Plan Commission a Site Plan that avoids filling any wetlands. Admirable as this may seem, the purpose is to avoid being held up any longer by the state. That's why they requested a time extension of one year of the CUP that had been granted in 2020. The scattered pattern of the isolated wetlands that the new plan will be intended to avoid filling will require major modification and alteration of the Site Plan that had been approved by the Plan Commission in 2020. The Plan Commission's recent granting of time extension in effect approved Carte Blanche that a new Site Plan (which has yet to be seen) meets applicable ordinances, with the City Attorney instructing the Plan Commission that they must provide Kohler's requested extension. This circumvents the required certification by the Zoning Administrator attesting that a Site Plan meets all applicable requirements. Because the Plan Commission cannot legitimately approve something that doesn't yet exist, this by itself is firm basis to revoke the time extension granted by the Plan Commission.

- 9) **Section 15.905(8)** on page 283 – **Termination of an approved Conditional Use:** states that "Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties." Violations 1 through 8 above, in combination with Appendices A and B, clearly describe how the subject CUP is not in compliance.

### **Appealing to the Board and How the Appellants and Others Are Aggrieved**

The subject appeal is being brought to the Board primarily by those living closest to the subject land that would be most directly affected by a development that violates applicable zoning ordinances. And from familiarity with the area, the appellants may be more environmentally aware of the adverse effects of habitat destruction and lakeshore encroachment than some urban residents. However, **the proposed project would have broad effects on all of our community and well beyond**, more so than any other case I expect this Board has previously been presented with. Just legally, the decision of this Board in response to this appeal will either:

- A) **Affirm precedence for the future for continuation of setting aside (violating) Subchapter 15-5: Natural Resource Protection Regulations** of the City of Sheboygan Zoning Ordinances, as has persistently been done to date for the subject proposed golf course project, or conversely,
- B) **Require that city administration consistently and correctly apply resource protection "overlay" land use regulations** of the Zoning Ordinance, as mandated by City Common Council legislation.

While the land subject to this appeal has the greatest degree and area of environmental significance of any other tract I've seen over 40 years of environmental engineering practice in this state, the generic subject at hand (of either following zoning ordinances or violating them) is also pertinent to future developments which at some time will include the wooded land the city has for decades owned in Section 10 just south of the city. More importantly, **the pending Board decision on the Kohler-owned land subject to this appeal will affect the community and the state park for many generations to come** in the manner described in more detail in subsequent sections of this report.

The Wisconsin Division of Hearings and Appeals REVERSAL of Kohler's wetland fill permit (**Appendix B**) summarizes the many ways in which the Site Plan for the proposed golf course will have very substantial adverse environmental impacts on the subject land, adjacent lands, and also the region. This includes testimony from DNR wetland ecologist Patricia Trochlell, UW Madison Lecturer Emeritus ecologist Quentin Carpenter, and ornithologist William Mueller. Mueller describes how the 243 bird species known to be present, many of which are Conservation Priority Species, will be adversely affected. **Appendix B is essential reading to understand the magnitude and degree of how the proposed golf course is a wholly unsuitable use**, which is consistent with City of Sheboygan Zoning Ordinances as previously itemized.

The simple question this appeal brings to the Board comes down to: **Did the Plan Commission (PC) recently apply applicable ordinances in their duties, procedures, and requirements under Sections 15.905 through Sections 15.933 in administering the subject project's Conditional Use Permit (CUP)?** Before getting into explanation of that, it's reasonable to first examine a question of: **what matter is it to the City of Sheboygan Board of Appeals to listen to local residents that can't vote in the city?**

City of Sheboygan Zoning Ordinance, Section 15.934(4) answers: "Appeals to the Board of Appeals may be taken by any person aggrieved or by any officer, department, board, or bureau of the city of Sheboygan affected by any decision of the administrative officers." Allowing "any

person" to appeal is much broader "standing" than a civil court action requires. This is liberally appropriate for the Board's quasi-judicial role and process that most efficiently resolves zoning issues. The following is a summary of my professional opinion as an environmental engineer of some of the ways that the appellants, as well as other people in this area, are actually aggrieved.

**The nature and basis of how the appellants and others are aggrieved, is best described by the legislated basis of the city's regulations that are paramount to the physical characteristics of the land on which the subject golf course is proposed; Subchapter 15-5: Natural Resource Protection Regulations of the Zoning Ordinances. Under Section 15.502 – How to Use this Subchapter: "This Subchapter recognizes the important and diverse benefits which natural resource features provide in terms of protection of the health, safety, and general welfare of the community".**

The consequences of the extent and degree of natural resource and habitat destruction that's inherent in clear cutting much of the mature forest covering the subject land will range from substantial to major. And the adverse effect on the ecology of adjacent wetlands on the subject land and adjacent state park land will vary by specific location from major to devastating. The adverse effects of massive clear cutting of woodlands adjacent to wetlands that have not been planned to be filled is a major reason why DOA had REVERSED Kohler Company's permit with DNR to fill over forty rare and ecologically valuable small, isolated wetlands totaling 3.7 acres.

### **Wetlands and Woodlands Work Together**

Wetlands lose much of their ecologic function if the adjacent woodlands are disturbed because the species that depend on wetlands at the beginning of their life cycle depend on the woodlands during the adult phase. Extensive clear cutting of the woodlands along the entirety of the extensive wetland perimeters exposes the wetlands to very different physical conditions; including amount of sunlight, micro-climate, and predation of amphibians, which are all adverse impacts.

The adverse environmental impact of clear cutting along both sides of the remaining rare swale wetlands that aren't shown to be filled in the 2020 Site Plan will be ecologically devastating. So even though they can no longer be legally filled, clear cutting adjacent to them will be just as bad. Appendix J includes some information on some of the species that require woodlands adjacent to wetlands for survival. Life span for many of the salamanders range from as long as 10 to 25 years.

These ridge and swale wetlands are "areas of special natural resource interest" that warrant rigorous protection from both direct and indirect adverse impacts as provided by enforcement of the City of Sheboygan Natural Resource Protection Regulations. Wetland ecologist Patricia Trochell in her testimony to DHA summarized "floristic integrity is rate high to exceptional", and "the wetlands on the site that would be impacted by the project include hardwood swamp, Great Lakes ridge and swale, southern sedge meadow, alder thicket and interdunal wetlands." Further, "The wetland and upland plant communities on this site are extremely rare and require the specific environment and geographical location the Kohler site provides in order to survive. **The extremely rare intact wetland complex is irreplaceable.** The wetlands rank high to exceptional for functional values and the direct, secondary and cumulative loss of these functional values would be significant."

The record (Appendix B) of DHA's REVERSAL of Kohler's wetland fill permit contains information that is essential reading for the Board members and any other officials in making any decisions regarding the subject CUP or any other proposed development on this land. Decision without that will constitute an action not based on adequate information, similar to the reason DHA revoked the wetland permit that had been issued under political pressure in contrast to very strong recommendation by DNR staff to not issue.





*Looking south into the northern edge of the woodlands that would be clear cut to accommodate the proposed golf course.*



*The proposed golf course site plan shows clear cutting of the woods directly adjacent to both edges (left and right) of the elongated interdunal wetland in the photo center. This would expose the wetland to full sunlight, which would have devastating adverse effects on its ecologic functions.*

## Woodlands and Air Quality

The effects of extensive clear cutting aren't just ecological. **Forests everywhere on the planet are the primary scrubbers of atmospheric carbon dioxide from the atmosphere as photosynthesis harvests carbon and discharges oxygen.** That's why you feel more energized walking through a forest mid-day to mid-afternoon on a calm summer day. While taking in carbon dioxide, trees also sequester air pollutants. **This is critically important along our lakeshore.**

The reason **Sheboygan County is an ozone "non-attainment" zone** has little to do with the relatively limited local emissions. It's primarily from auto exhaust from the large metro area from Chicago and through Milwaukee channeling along the lakeshore by a "shore breeze" from the southeast (as it appears to us at land elevation) underneath vertical confinement of the gentle westerlies that are common during summer. While sailing far out in the lake on days like that you can often see a tan smudge at low elevation along the entire visible shoreline. **Clear cutting thousands of trees for the proposed golf course at this location is not trivial in terms of local air quality.**

Another attribute of woodlands is **the topsoil that develops over time in temperate climates is a net carbon "sink".** A golf course that attracts players from around the county and globe, which shifts a substantial amount of fossil carbon to the atmosphere to get them here, in combination with reduction of carbon sequestration on the site they play due to deforestation, is not "carbon friendly". The U.S and China have caused 2/3's of the anthropogenic increase in atmospheric carbon to date. Both continue to do so. And the U.S. expels about 2/3's of that. While we live in relative luxury climate and food security-wise even though we're nearly half the cause of carbon dioxide increase, the adverse effects of this are most exerted on the geographic regions elsewhere that are naturally more climate stressed.

## Lakeshore

**The sandy shores of Lake Michigan naturally respond dramatically to the large range (six feet vertically) of water level variations** (refer to Historic Lake Michigan-Huron Water Levels and the ACOE schematic cross sections in Appendix K), resulting in the position of the calm water level changing as much as 100 yards. Private riparian land ownership ends at Ordinary High Water Mark (O.H.W.M.). The O.H.W.M. *"is the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation or other easily recognized characteristic"*. Appendix K includes the method required by DNR to determine the O.H.W.M. at any location.

The 2020 Site Plan that had been approved by the Plan Commission used an O.H.W.M. that was surveyed in 2012 when the water level was at an historic low, with the O.H.W.M. correspondingly being at an easterly extreme. This is why that Site Plan showed some eastern edges of the course of play extending eastward beyond the present O.H.W.M. that developed during the 2016 through 2022 high water period. **This defect in the 2020 Site Plan, as well as some of the other violations of Zoning Ordinance, are summarized in the author's December 10, 2020, Written Public Comment – Conditional Use Permit Application provided to the Plan Commission included in Appendix A.** The correct present position of the O.H.W.M. along the subject shoreline is mapped on Figures 8 and 9.

Beginning in about 1980, DNR's guidance for minimum setback of development from the O.H.W.M. of Lake Michigan was 100 feet to provide a nominal service life of 50 years in consideration of average long term natural shore erosion rates. Soon thereafter all lakeshore counties adopted this in their Shoreland Ordinances, including Sheboygan County. And statutory minima are not optima. In general, capital improvements should be located as far inland from the O.H.W.M. as feasible to avoid having to construct a revetment in the future.

More recently, the 100 feet setback was unadvisedly reduced by the state legislature to 75 feet to match that of inland lakes, which aren't subject to the natural recession of Lake Michigan shores. Accordingly, Section 15.505 - Lakeshore Overlay Zoning District parts (1) and (4) on pages 200 and 201 of the city's Zoning Ordinance requires that "all areas within 75 feet of the ordinary high water mark" "shall remain in an undisturbed state". And the 50 feet setback that applies to the urban areas of the city, as cited by the Planning Department's review of the 2020 Site Plan, is not applicable.

Where revetments become needed to protect structures that have been built too close to the lakeshore, they must be tucked into the toe of the most recent wave erosion scarp so they only go to work during onshore storms during high water levels. The rest of the time, they become buried by dune development.

**A better alternative to revetments is "beach nourishment", which is the only method of erosion protection that is sustainable along sandy shorelines of this magnitude.** It is substantially less cost than revetments, and can maintain the shoreline in an "undisturbed state" by allowing dune formation. In addition to beach nourishment enhancing the functionality and desirability of any property, the adjacent reaches of shoreline both north and south likewise benefit.

An example of similar scale of beach nourishment is the area where sand dredged from the entrance of Sheboygan's Outer Harbor was deposited along the shoreline to the south which has maintained a wide beach since then. Prior to that, during the 1985-1987 high water period, there was little to no beach, and storm waves washed into the east end of Indiana Avenue. Aerial photos of this area in 1971 through 2022 in Appendix L show how effective beach nourishment can be.

### RECOMMENDED BOARD OF APPEALS ACTION

Without the state's wetland fill permit, Kohler's 2020 project Site Plan became obsolete. Consequently, **the present tactic to further pursue construction of the proposed golf course is to avoid filling any wetlands** so the project can no longer be held up by the state. The state NR regulations can only disallow the filling of wetlands, and they don't regulate woodlands. However, the City of Sheboygan Zoning Ordinances do, as previously outlined.

In any case, **not filling any wetlands necessitates development of a new Site Plan**, which Kohler company has said they expect to submit to the Plan Commission in several months. However, **that endeavor is moot because the proposed use of the land as a privately owned golf course is specifically disallowed by municipal ordinance in Permanently Protected Green Space (Wetlands, Woodlands, Shoreline)** that comprise all of the subject land, as previously described.

That's where things presently stand regarding the subject CUP. **This places the issue of whether or not the city will continue to violate its Natural Resource Protection Regulations entirely in the hands of the Board, and nobody else.** This appeal is justified for any one of the reasons outlined in the previous section of this report. These document how **city administration has thoroughly and persistently violated mandatory minimum requirements** of the City of Sheboygan Zoning Ordinance in relation to the subject CUP.

To conform with Zoning Ordinances applicable to the CUP issued to Kohler Company for construction of a proposed golf course, **this petition recommends that the Board of Appeals consider the following actions which amount to no more than requiring the Planning Department and Plan Commission to not violate applicable ordinances:**



- a) Pursuant to Section 15.905(9); **affirm that the subject CUP had automatically become revoked on December 15, 2022**, thus rendering the Plan Commission's action on November 12, 2024, null, void, and moot.
- b) **Affirm that Subchapter 15-5 Natural Resource Protection Regulations** are, due to the natural characteristics of the subject and the adjacent land and shoreline, **applicable mandatory minimum requirements for any type of land use or development that must go through planning procedures required** by applicable provisions of the Zoning Ordinance. Administration of zoning ordinance for any type of development on it **requires evaluation by qualified ecologists** to determine the necessary habitat protective distances that any land disturbance must be kept away from wetlands, as well as any additional habitat considerations. In this case, this should be retained by the Planning Department in collaboration with the Town of Wilson Plan Commission (because the subject land is entirely surrounded by Town land) but reimbursed by the landowner in accordance with ordinance). This is warranted because the applicant has proven that direct retention by them does not result in an Environmental Impact Report providing objective and actionable quantitation of potential adverse environmental impacts of a proposed development.
- c) Pursuant to Section 15.505(4); **affirm that the Lake Michigan shoreline shall remain in its "undisturbed state**, except for uses permitted in Section 15.204 per the requirements of Subsection 15.206(10)". And for this intent and purpose, **no revetments should be constructed**. Revetments can interfere with natural beach and near shore sand bar dynamics throughout the large range (six feet in elevation) of Lake Michigan water levels. **If protection from wave erosion is desired or needed in the future, it should consist only of "beach nourishment"** designed and permitted in accordance with DNR and Army Corps of Engineers standards.

### Why These Violations Occurred

Most instances of violation of law occur due to competing values, in this case golf and some income vs the environment and the law. However, the **monetary benefits anticipated from a project are not an aspect of consideration in zoning administration**. That's why there is no mention of it in zoning ordinances. If that was a criterion, there would be no traction for zoning law and therefore no need for zoning ordinances because no owner applies for a permit for a project they expect to be an economic disadvantage. And examination of Kohler's emphasis on the economic impacts of the proposed course reveals it to be a miniscule increase in Sheboygan County's healthily growing \$7 billion gross annual economy, while exerting about a 0.1% increase in demand for labor in an already labor short market. So not only are these factors irrelevant with respect to zoning ordinance administration, they're unsubstantial to slightly negative.

In contrast, **the city's Natural Resource Protection Regulations are mandatory**. This is particularly germane to the subject land that may be the most unique and important tract of relatively **undisturbed natural environment that exists in the county, if not the state**.

The applicant touts the unobstructed view of the lake for the course's golfers provided by the project's necessary massive clear cutting of the forest. That view can more easily and economically be enjoyed by anyone visiting Kohler-Andrae State Park, or walking along the subject land's shoreline. It doesn't necessitate clear cutting of trees or destruction of natural habitat. Earliest origins of golf date back to the late 1200's on open grounds in Holland, with further development of the game along the east coast of Scotland in the 1500's on grassy dunes that aren't agriculturally productive and were considered "wastelands". Golf is not suited to woodlands, thus the proposed 75% clear cut.

Upon Pete Dye seeing the location of the subject proposed golf course some years ago, he had been quoted as saying something to the effect that this location is a "sandbox to play in"; that is provided you get most of the trees out of the way. Kohler comforts that clear cutting much of the forest will get rid of the profusion of barberry (an invasive ornamental shrub) they've avoided controlling. Young barberry shoots are easily pulled up by gloved hand. Mature bushes require more handwork.

Examination of golf publications and websites reveals little interest beyond just the game and scenic views from courses. However, beauty is in the eye of the beholder. It was reported that some of the young DNR staff that were on site to verify its natural conditions had tears in their eyes upon seeing what would be destroyed. Those were not tears of joy. From an environmental engineering perspective, **clear cutting mature forest to build a golf course is a very poor use of woodland natural resources, not to mention the adverse effects on the wetlands.**

**Mankind is perpetrating the greatest rate of mass extinction of plants and animals since a sizable meteor struck the planet just north of the Yucatan peninsula about 65 million years ago. It is the increments of habitat destruction that we are conducting individually and cumulatively that are the cause. The purpose of the Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance is to avoid contributing to that here.**

In addition to all of the preceding content of this application, the next section provides some general perspective on habitat destruction **for consideration by the Zoning Administrator as required by Section 15.912(5)** on pages 296 through 297 **to provide a report to the Board summarizing if the appeal is "in conflict with the provisions of the City's Comprehensive Master Plan or Zoning Ordinance"** as relating to the Board's pending consideration of the appeal regarding the Plan Commission's recently granted time extension to the subject CUP.

### **COMPLEX INTERACTIONS OF HABITAT DESTRUCTION**

The Wisconsin Division of Hearings and Appeals' reversal of Kohler's permit to fill some wetlands was based more on the adverse effects of the project's planned clear cutting and bulldozing of mature forest along the extensive edges of the wetlands that remain rather than just the filling of 3.7 acres of rare wetland type. This is because **wetlands lose much of their ecologic function if the adjacent uplands are disturbed** because the life cycle of many amphibian species depends on undisturbed woodlands adjacent to wetlands.

Small wetlands that are shown on the 2020 Site Plan have, by virtue of diminutive size and isolation, unusually high and unique ecologic function. They provide amphibian spawn, egg, and larvae stage habitat free from larger amphibian and fish predation. The small salamanders that inhabit this area live from 5 to 25 years, depending on the species. By day they hide and stay moist under undisturbed forest floor leaf detritus, rotting logs, and rocks, most emerging at night to feed on insects, worms, spiders, and slugs.

**Replacing woodlands adjacent to the wetlands with mowed turf has almost as much adverse impact as filling the wetlands.** Due to their mostly unseen existence, there's little public awareness of our local salamanders. Appendix J includes excerpts from a book available for purchase in the state park's office that provides some more information on these secretive little critters, as well as a surprising number of different woodland frog species. Some of these are nocturnal and seldom seen.

While small, isolated wetlands surrounded by undisturbed woodlands can have enhanced habitat value, **forest fragmentation by clear cutting wide swaths and leaving small, isolated patches generally has a negative effect on woodland habitat value.** Information on other mammals native to this area is provided by books available for purchase at the state park office or by loan from

Mead Library. Individuals of each species have their own territories, and habitat range and wildlife corridors are important.

Bird species are much more varied than the mammals, amphibians, and reptiles here, considering both year-round residents and migratory species along the lakeshore. Moving on down the food chain, the variety of native habitats provided by the subject land hosts a wide variety of insects, spiders, slugs, worms, and a few types of snails, not to mention many types of plants and fungi comprising the ground floor of the ecosystem. Mostly unseen below are the many sub-microscopic species of "animals" and thousands of microscopic flora and fauna that occupy woodlands. All of these work together, and each part is interdependent, to form the fabric of natural life. **And these woodlands, which have been left undisturbed for approximately 150 years, have developed a substantial portion of "old growth" ecologic value.**

In contrast, **mowed monoculture lawns provide relatively little natural habitat value.** This is why the city has Subsection 15-5 in its Zoning Ordinance. Further, golf course maintenance requires closer cut and more fertilizer and pesticide application than common lawns. This additionally diminishes habitat value. In contrast to clayey soils elsewhere, it not possible to prevent leaching of fertilizer and pesticides into the sandy soils comprising all land east of the Black River, so **some contamination of the shallow ground water table would be inevitable.** There are many reasons why golf courses are required to be under the control of Conditional Use Permits.

### THIS PROJECT'S BROADER ISSUES OF LAND USE ADMINISTRATION

I had personally advised the Planning Director at that time of the non-feasibility of a golf course at the subject location some years ago, upon first hearing of public notice of Kohler's impending annexation request. His response was, "It's premature for me to evaluate that because the land is not yet in my jurisdiction." I next asked: "Why assign SR-5 dense residential zoning when the proposed use is a golf course?", to which he responded, "That will give them the greatest flexibility in developing the land." It's not plausible to be unaware of the ordinances that one's department is responsible for administering any more than it's plausible to be unaware that the land is all heavily and contiguously forested. The aerial photos comprising Figures 2 through 7 clearly show that.

Violation of City of Sheboygan's Natural Resource Protection Regulations have occurred on each occasion that any issue relating to the Conditional Use Permit (CUP) for the proposed golf course has come before city administration since the application for the proposed golf course project was submitted by Kohler Company to the city in 2020. This bias of seeing fit to violate ordinances was predisposed by the annexation initiative and agreement between Kohler Company and the city in 2017.

Kohler's purpose for annexation was to bring the golf course into the zoning administration jurisdiction of the city even though the city's very thorough, thoughtful, and detailed specific *Natural Resource Protection Regulations* functionally preclude any feasibility of the proposed project as has been explained herein. These ordinances set much greater restriction on the subject land than it was subject to while in the Town of Wilson. **So the basis for Kohler Company's request for annexation was confidence in the city setting aside applicable ordinances. While this has been a reliable assumption to date, it has been in violation of law.**

The Mayor and Planning Director at the time Kohler Company approached the city responded by concertedly promoting what they perceived as very expansive potential for additional annexations. This, and Kohler's project, were apparently considered to be more important than local land use law, particularly **the Natural Resource Protection Regulations which are most germane to municipal expansions onto undeveloped land.**

**It will be in the public interest** for the present remaining and any new Planning Department staff, the Plan Commission, as well as the present and any future mayors, **to chart a course for lawful administration of Zoning Ordinance.**

### CLOSURE

From having analyzed and designed many dozens of projects, both large and small, throughout and around the City of Sheboygan and hundreds throughout the eastern half of the state, I advise that **there has not been in the past, and there will not be in the future, a more important need for due diligence administration of the City of Sheboygan Natural Resource Protection Regulations** than the issue herein presented to the Board.

Sincerely,



Roger G. Miller, P.E., Environmental Engineer  
202 Pioneer Road  
Sheboygan, WI 53081

12/16/2024



**LIST OF APPENDICES**

Figures 1 through 9:

Figure 1: Golf Courses within 6 Miles of Downtown Sheboygan

Figure 2: Proposed Golf Course Location

Figure 3: Annexation

Figure 4: Tax Key Parcel Map

Figure 5: State Property Map

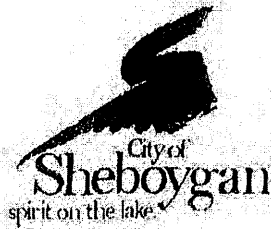
Figure 6: DNR Mapped Wetlands Map

Figure 7: Flood Fringe Map

Figure 8: 2020 Site Plan

Figure 9: Annotated 2020 Site Plan

- A) Prior Comments During CUP Process Reciting Violations
- B) Wisconsin Division of Hearings and Appeals 3-15-2019 REVERSAL of DNR Wetland Fill Permit, including ecologist testimony.
- C) DNR 3/31/2017 Endangered Resources Review
- D) Information on other golf courses and Wisconsin status as a golfing destination
- E) Whistling Straits shoreline photos
- F) 12-11-2020 Planning Department Request for City Plan Commission Consideration, and Kohler Company CUP application
- G) Subchapter 15-5: Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance
- H) Pertinent excerpts of the City of Sheboygan Zoning Ordinance:
  - Section 15.008(2) Application (pg 3), "no land shall be developed in violation of state law"
  - Table 15.204 Land Uses Permitted in Permanently Protected Green Space (pg 113)
  - 15.205(4) Regulations Applicable to Natural Resources and Green space (pg 114)
  - 15.206 Selective and Clear Cutting only a Conditional Use in Agricultural (pg 122)
  - 15.206(3) Active Outdoor Public Recreational and Outdoor Institutional (pg 124-126)
  - 15.206(8) Filling not allowed in Permanently Protected Green Space (pg 160)
  - 15.206(10)(d) Natural Resource Disruption and Required Mitigation (pg 169-170)
  - 15.908 Site Plan Review and Approval (pg 286-291)
  - 15.912 Appeals of Zoning Interpretation (pg 296-298)
  - 15.931 Purpose of Administrative Regulations (pg 326-327)
  - 15.934 Zoning Board of Appeals (pg 328-332)
- I) Section 15.905: Conditional Use Review and Approval of the City of Sheboygan Zoning Ordinance
- J) Excerpts from Reptiles & Amphibians Field Guide
- K) Lake Michigan Water Levels, ACOE shore cross section schematics, and OHWM
- L) Aerial Photos of Beach Nourishment



January 3, 2025

Roger Miller  
202 Pioneer Road  
Sheboygan, WI 53081

Dear Mr. Miller:

I serve as the chair of the City of Sheboygan's zoning board of appeals. As such, I work with staff to set meetings of the Board and create the agendas for those meetings. The Board's authority, set forth in § 105-1011(a), Sheboygan Municipal Code ("Code"), is to review and determine all matters relating to requested variances from the provisions of the city's zoning ordinance or appeals regarding an interpretation of the zoning administrator of the zoning ordinance.

On December 16, 2024, the City received an appeal from you of the November 12, 2024, decision by the Sheboygan Plan Commission to grant an extension of a Conditional Use Permit to the Kohler Property for its property located on the south side of Sheboygan near Lake Michigan and Kohler-Andrae State Park. I have consulted with legal counsel for the City in determining the appropriate procedural response to your appeal.

You describe your appeal as being pursuant to Section 15.912 of the City of Sheboygan Zoning Ordinance. No such ordinance presently exists, but I suspect you are referring to § 105-1003, Code, which descends from the former 15.912.

The code section to which you refer relates to appeals of zoning interpretations by the zoning administrator, who is the person the City authorizes to make administrative decisions under its zoning ordinance.

The matter to which your appeal refers was not decided by the zoning administrator or any other administrative official. Conditional use permits are governed by Wis Stat. § 62.23(7)(de) and § 105-998, Code. The provisions of those laws do not authorize a zoning board of appeals to hear appeals related to conditional use permits. Rather, they provide that such appeals are made to the circuit court by certiorari. (See Wis Stat. § 62.23(7)(de)(5) and § 105-998(n), Code.) The appeal process parallels the appeal process for matters heard by the zoning board of appeals.

As such, the zoning board of appeals does not have the authority to hear your appeal and I will not be placing it on the agenda for hearing. Your proper appeal should have been to file a certiorari petition with the circuit court.

Thank you for your concern for the City.

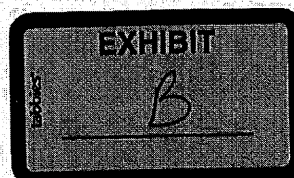
Sincerely,

Kevin Sampson  
Chair, Zoning Board of Appeals  
828 Center Ave., Suite 308  
Sheboygan, WI 53081

DEPARTMENT OF  
PLANNING AND  
DEVELOPMENT

828 Center Avenue  
Sheboygan, WI 53081

cc: Roger Miller - rmliller@sheboyganwi.gov





FILED

Item 13.

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Roger G Miller et al vs. City of Sheboygan Plan  
Commission et alElectronic Filing  
Notice

Case No. 2025CV000072

Class Code: Petition for Writ of Mandamus

CITY OF SHEBOYGAN PLAN COMMISSION  
828 CENTER AVE.  
SHEBOYGAN WI 53081

Case number 2025CV000072 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt-in code: 889100**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court

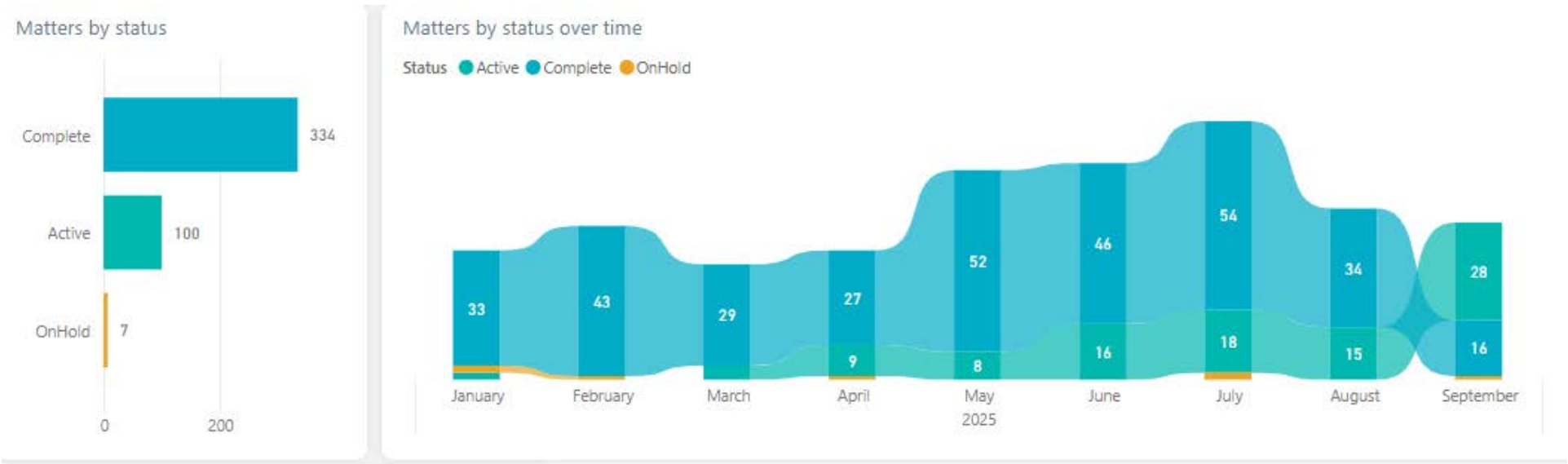
Date: February 3, 2025

# City Attorney’s Office Monthly Report

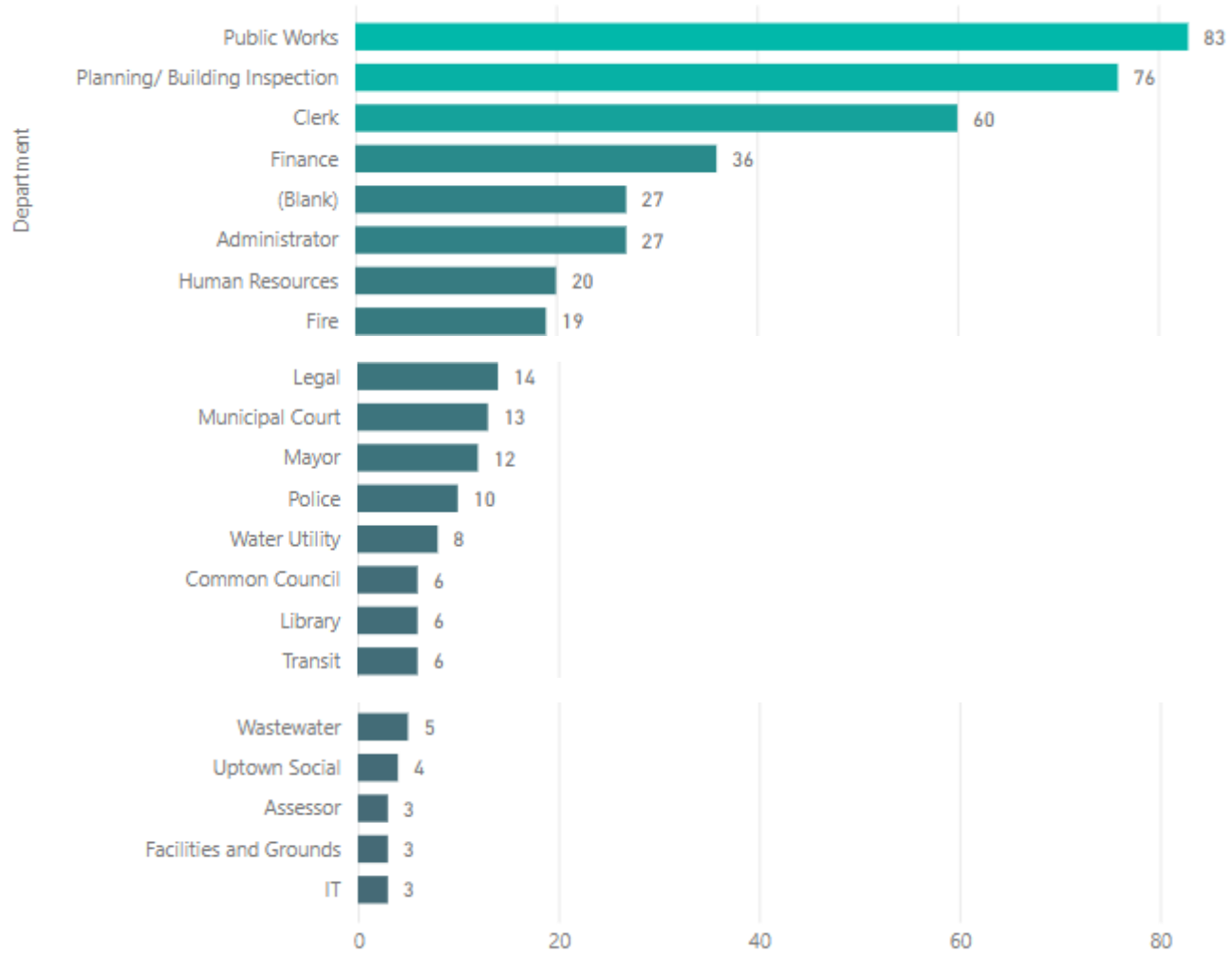
October, 2025

**Purpose:** The City Attorney’s Office (“CAO”) provides support to all City departments, elected and appointed officials, and staff on a range of issues pursuant to Wis. Stat. § 62.09(12). In addition to providing legal, strategy, and risk-management advice, the CAO drafts, edits, and reviews legal documents; prepares and reviews Council documents; represents the City in litigation; prosecutes municipal ordinance violations; drafts and reviews ordinances, resolutions, and policies. This report is intended to provide a summary of many of those tasks.

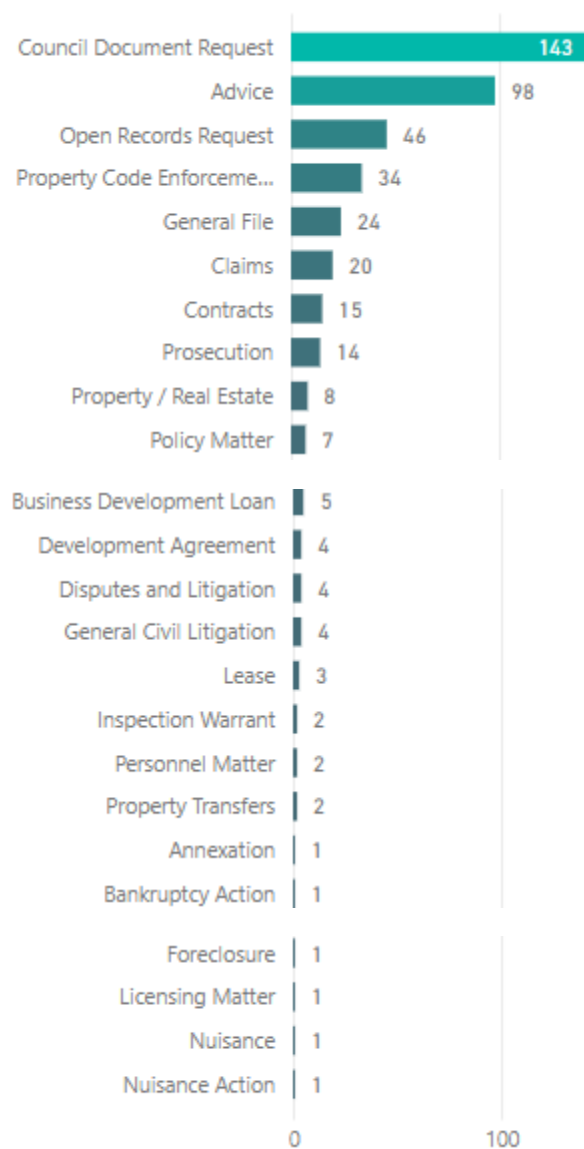
**Scope:** Much of the CAO’s work is managed via LawVu, our document and project management software. We are working to include legal services requests received via email, phone, or in-person within the LawVu management software to improve reporting accuracy. Quick questions, conversational issues, and the like will remain outside the scope of this report. CAO welcomes suggestions for future reporting metrics or modifications.



Matters by department, manager, owner, region, team and created by



## Matters by type



August Matter Summary

46	3	0	0	6	991
Total matters	Avg matter completion time (days)	Pending field updates	Litigation	Overdue matters	Matter activity count
		0	2	0	22
		Restricted matters	Urgent matters	Unassigned matters	Avg activity count per matter

September Matter Summary

45	36	9	88	9	1310
Total matters	Total Matters SPLY	Avg matter completion time (days)	Avg completion time SPLY	Overdue matters	Matter activity count
	25%		-89%	0	29
	% Change		% Change	Unassigned matters	Avg activity count per matter

Updates to LawVu’s reporting tool allow for automatically comparing certain metrics. For example, highlighted in green is a +25% change in total matters. This reflects the change in count of total matters from the same period last year. Similarly, -89% reflects the percentage change in average matter completion time year-on-year.



#### Litigation Update:

- [Miller v. City of Sheboygan Plan Commission et. al.](#): On September 12, 2025, the Circuit Court issued an oral ruling on the City's motion to dismiss. The Court granted the Motion in all respects. The case was dismissed on September 22, 2025 and judgment entered the following day. We will wait to see whether Plaintiff appeals the ruling.
- Five municipal court appeal files were closed in September following administrative review of our files. Twelve municipal court appeal files are pending.

[Municipal Prosecution Activity Since 9/1/25](#): 52 pretrial conferences were conducted in September. 46 of them resolved by stipulation. Two municipal trials took place. One case resolved with a default conviction and the other is being held open.