



# FIRST REGULAR COMMON COUNCIL MEETING AGENDA

**April 16, 2024 at 6:00 PM**

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

---

"Coming together is a beginning; keeping together is progress; working together is success." Edward Everett Hale

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).

Notice of the 1st Regular Meeting of the 2024-2025 Common Council at 6:00 PM, TUESDAY, April 16, 2024 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

## OPENING OF MEETING

1. **Roll Call**  
*Aldersperson Felde, Ramey, and Peterson may attend meeting remotely*
2. **Presentation of the National Colors**  
*Sheboygan Police Department Honor Guard*
3. **Pledge of Allegiance**
4. **Invocation**  
*Father William Bulson, Grace Episcopal Church*
5. **Land Recognition**  
*Brett Labello, Sheboygan County Museum*
6. **Swearing in of Alderspersons Elect**
7. **Adopting the rules of the Common Council**
8. **Election of President and Vice-President of the Common Council**
9. **Election of Representative on City Plan Commission and two Representatives on Capital Improvements Commission**
10. **Recess to elect Chairperson of the Committee of the Whole**
11. **Reconvene**

- 12. Report by Council President on election of the Committee of the Whole Chairperson**
- 13. President of the Common Council message**
- 14. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*
- 15. Mayor's Announcements**  
*Upcoming Community Events, Proclamations, Employee Recognitions*

#### **MAYOR'S APPOINTMENTS**

- 16.** Mayor's Appointments

#### **MATTERS LAID OVER**

- 17.** Res. No. 206-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Water System Revenue Bonds.
- 18.** Res. No. 207-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute the Engagement Letter with Landretti & Company, LLC relating to appraisal review services regarding three appraisals in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.
- 19.** Res. No. 208-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan and Inspired Holdings LLC.
- 20.** Res. No. 209-23-24 by Alderpersons Dekker and Mitchell authorizing the City Attorney's Office to settle the matter of *State of Wisconsin v. City of Sheboygan*, Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, 2023FO000105, and 2023FO000159.
- 21.** Res. No. 210-23-24 by Alderpersons Dekker and Mitchell authorizing the purchase of 636 Wisconsin Avenue from Wells Fargo Bank, N.A. for future use by the City.

#### **ADJOURN MEETING**

- 22.** 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*

**File Attachments for Item:**

**7. Adopting the rules of the Common Council**

# City of Sheboygan

## Common Council Handbook

*“I think local government is the hardest job in the country because it is one thing to be at the federal level where you can talk grand thoughts, talk about things in policy terms, and encourage legislation that channels your decision making into certain goals; it is another thing to pick up the garbage, to plow the snow, to sweep the street, to make sure your signal lights are working. Local government is really hard. That is where the rubber meets the road, and it is much harder than federal government.” -- Pauline A. Schneider*

---

### Preface

This manual is intended to provide alderpersons, committee and board members, city employees, and members of the public with general rules of procedure and decorum during all formal meetings. These rules are intended for easy reference only and do not supersede current city ordinances or resolutions. The City of Sheboygan follows the rules of parliamentary procedure set forth in Robert’s Rules of Order, Newly Revised, in all cases in which they are applicable and not inconsistent with the ordinances and regulations of the City.

The mayor (who chairs council meetings) and committee chairpersons set the tone and structure of the meetings over which they preside. That tone and structure may vary from individual to individual. The mayor and chairperson are responsible for ensuring that debate and discussion is conducted appropriately, professionally and within the rules of order. They enforce the observance of order and proper decorum between the entire membership and those present during any meeting. The mayor and chairpersons have discretionary authority to excuse non-members from the meeting whenever any disturbance or disorderly conduct occurs.

All alderpersons, commissioners, committee members, board members, officers and those in attendance at all meetings shall conform their conduct to the rules and expectations of this manual.

**I. COMMON COUNCIL PROCEEDINGS**

**A. Generally Used Rules of Order and Procedure**

Alderspersons may only act on items posted on the agenda. Alderspersons may not act on items posted for discussion only. Certain items not posted on the agenda may be introduced as “Other Matters Authorized by Law,” but no action may be taken on such matters other than to lie over to the next meeting or be referred to a committee.

The consent agenda deals with matters generally regarded as routine. However, any alderperson may call a specific document for separate action after the motion is made to approve the agenda. If an alderperson simply requires clarification about a document in the consent agenda, he or she may simply inquire without calling for separate action.

Any alderperson may request to pull forward any document out of the order of the agenda.

**1. Most Commonly Used Documents**

The following are the types of documents upon which the common council generally acts:

**Ordinances:** Ordinances are the laws of the city. An ordinance may enact new legislation or amend or repeal an existing ordinance.

The proper motion for the passage of an ordinance is: “I move to adopt the ordinance.”

This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, charter ordinances require a two-thirds vote of all members.

**Resolutions:** The common council conducts general business through resolutions. They are generally less permanent enactments than ordinances. Resolutions may direct or authorize the appropriate city officials to act on matters approved by the common council. Resolutions also may be used to create committees, commissions or boards to assist the common council in conducting its business.

The proper motion for the passage of a resolution is: “I move to adopt the resolution.”

This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, resolutions altering the adopted budget require a two-thirds vote of the entire membership of the common council.

**Report of Committees:** These documents, generally known as R.C.s, are reports created by committees and then referred to the common council to give recommendations on matters initially referred to them. They often include a recommendation for action or to adopt an ordinance/resolution.

When an R.C. comes to common council, the report should simply be received. However, additional action will generally be needed on the matters referred to the committee. Proper motions related to an R.C. include the following: “I move to receive the R.C. and adopt the ordinance.” “I move to receive the R.C. and file the ordinance.” “I move to receive the R.C. and approve the licenses.” “I move to receive the R.C. and deny the license.” Filing an item is to reject it.

These motions require a second, are debatable but not amendable, and require a majority vote.

**Report of Officers:** These documents, generally known as R.O.s, are reports or recommendations submitted by boards, commissions, or department heads.

The proper motion for acting on an R.O. is: “I move to receive the R.O. and adopt the recommendation” or “I move to receive the R.O. and file the recommendation.”

These motions require a second, are debatable but not amendable, and require a majority vote.

**Communications:** Communications are letters received by the mayor, alderpersons or the city clerk that are submitted to the common council for consideration and placed on an agenda. Not all letters and petitions are placed on an agenda. In fact, most such letters should first be directed to staff members before being submitted to common council, as action can often be taken more quickly and efficiently that way. The mayor, in consultation with the city clerk, determines which matters to place on an agenda.

Once submitted to common council, communications may be referred to a committee, commission, or board. Often, they may also be immediately acted upon during a common council meeting. All communications must be submitted to the city clerk before the deadline for the common council agenda.

A proper motion for acting on a communication is: “I move that the communication be received and filed,” or “I move that the communication be referred to committee.”

This motion requires a second, is debatable, but not amendable, and requires a majority vote.

**Other documents:** Often, staff members will prepare attachments, exhibits, or other documents to assist alderpersons in preparing for committee or common council meetings. These are for information only, and not meant for action.

The most common such document is called an “IFC” (Item for Consideration). This standardized document includes information about the fiscal impact of a proposed document, gives some background on the proposal, provides staff input and recommendations, references current law that may impact the proposal, and gives a recommended action.

IFCs are available with the other documents on the agenda item in “BoardDocs” (the city’s online system for organizing meeting agendas, minutes, and documents.) While an IFC is not something that is approved, received, filed, or debated, it generally contains important information that will assist the common council in making policy decisions.

All documents, whether those being acted upon, or documents attached for information, should be provided to the city clerk by noon on the Wednesday prior to a council meeting so they can be attached in BoardDocs and tracked for open records compliance purposes. All documents being acted upon should also be sent to the City Attorney’s office at least 48 hours prior to the clerk’s Wednesday deadline so that they can be reviewed for legal compliance and form. Similarly, any documents referred to in a resolution or report must also be provided to the city clerk so they can be attached in BoardDocs and tracked. Normally, these documents must be provided prior to the agenda deadline.

## 2. Most Common Types of Action

The following are the four most common types of actions the common council takes during a meeting:

**Adoption** - this is favorable action taken by the common council. “Adoption” and “passage” are synonyms

**Referral** - this action sends a document to a committee, commission or board for deliberation and a recommendation.

**Filing** - this action dispenses of a document immediately or refers out of committee.

**Lying Over** - this results when certain documents cannot be passed on the first reading without suspension.

## 3. Suspending the Rules

The common council operates by a set of operating rules. Some rules are codified by ordinance; such rules must be followed unless the council passes an ordinance changing those rules. (Note, however, that rules codified in this fashion may contain special provisions to allow those rules to be temporarily lifted. Most rules, however, including those in this handbook and those in Robert’s Rules of Order, may be suspended.

Suspension of the rules can happen in any number of circumstances. The most common reason for suspension is to allow the common council to act immediately on a resolution, report, or communication, rather than sending it to a committee or requiring it to lay over to the next meeting. A common council member may make a motion to suspend the rules. An appropriate motion is: “Your Honor/Mayor, I request suspension of the rules to allow the resolution to be approved immediately.”

The motion to suspend the rules, per Sec. 2-168, Sheboygan Municipal Code, requires a  $\frac{3}{4}$  vote of the members-elect. In addition, “unless unanimous consent is given, the vote on suspension shall be by call of the roll.” The Mayor may determine unanimous consent by asking if any member of the common council has an objection to suspension, and declaring the rule suspended if there is no objection.

#### 4. Calling the Vote

**Voice Vote** - all actions other than those requiring a roll call vote may be adopted or passed by voice vote.

**Roll Call Vote** - a roll call vote is required on the adoption of all ordinances, resolutions, report of committees, report of officers and other documents assessing or levying taxes, appropriating or disbursing funds, actions creating a liability or charge against the city or discharging or commuting a claim or demand against the city. A roll call vote is required on confirmation of appointments. It is also required whenever the common council or a committee votes to go into and come out of closed sessions.

A roll call vote may be called for by the mayor at his discretion or upon the request of any member of the common council.

An appropriate request for a roll call by a member of the common council is: “Your Honor/Mayor, I request a roll call vote.”

This is not a motion and therefore does not require a second, debate or vote.



**5. Most Commonly Used Motions**

<b>MOTION</b>	<b>REQUIRES SECOND</b>	<b>DEBATABLE</b>	<b>AMENDABLE</b>	<b>VOTE REQUIRED</b>
Main Motion	Yes	Yes	Yes	Majority
Motion to Reconsider	Yes	Yes	No	Majority
Motion to Rescind	Yes	Yes	Yes	Majority (with notice)
Motion to Amend	Yes	Yes	No	Majority
Motion to Substitute	Yes	Yes	Yes	Majority
Motion to Amend the Amendment	Yes	Yes	No	Majority
Motion to Refer to Committee	Yes	Yes	Yes	Majority
Motion to Hold	Yes	Yes	Yes	Majority
Motion to Call the Question	Yes	No	No	2/3
Motion to Suspend the Rules	Yes	No	No	* 3/4
Motion to Divide the Question	Yes	No	No	Majority
Motion to Open the Floor	Yes	Yes	Yes	Majority
Point of Order	No	No	No	None
Motion to Recess	Yes	No	Yes	Majority
Motion to Adjourn	Yes	No	Yes	Majority

**6. Other Common Rules**

An alderman may appear and vote at a common council meeting remotely (i.e., by telephone, video conference, etc.), if notice of remote attendance appears on the agenda. A member who is not physically present counts towards a quorum. However, a member may not participate or vote on any matter that requires the visual assessment of a witness’s demeanor if the member is unable to make such a visual assessment, nor may a member vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member. (Sec. 2-138, Sheboygan Municipal Code.) Because ensuring security is difficult with remote attendance, remote attendance has typically not been permitted during closed sessions. However, in cases where remote attendance may be necessary due to pandemic or other health situations and where the use of particularized guidelines help ensure security, such permission may be granted by the mayor, in consultation with the City Clerk, City Attorney, and other necessary staff

Alders shall speak only twice on matters being debated or discussed during a common council meeting except upon leave of the common council. (See Sec. 2-184, Sheboygan Municipal Code.)

Privilege of the floor during common council meetings is extended to the mayor, the city clerk, the city attorney, the city administrator, the chief of police or such other police officer in attendance, the finance director/treasurer, members of the department of engineering and public works, the director of planning and development, and members of the media who are confining themselves to their professional duty. No other person is allowed on the council floor except upon the invitation of the mayor or common council.

Only those persons who have privilege of the floor may address the common council. All others may address the common council pursuant to a motion to open the floor.

An appropriate request to allow a person who has privilege of the floor to address the common council is: “Your Honor/Mayor, I request that Mr./Mrs. (state name) address the council.” Only the mayor may call the person forward.

An appropriate motion to allow persons who do not have privilege of the floor is: “Your Honor/Mayor, I move to open the floor to (state name).”

Alderspersons may address those persons who have privilege of the floor or to whom the floor has been open with the consent of the mayor. Otherwise, alderspersons may only address the mayor. Thus, when speaking, they should refrain from addressing other alderspersons, staff members, or the audience, and should face the mayor.

An appropriate request to address those persons is: “Your Honor/Mayor, may I address Mr./Ms. (state name)”?

An alderperson may not engage in debate or become confrontational with persons who have privilege of the floor or to whom the floor has been open. At all other times, alderspersons must address the mayor or other presiding officer, not each other or the public.

A motion to amend or a motion to amend the amendment that will totally alter the nature of the original ordinance or resolution is considered out of order as not being “germane.” To be germane, an amendment must in some way involve the same question that is raised by the motion to which it is applied. The mayor or presiding officer of the common council shall rule in the first instance as to the admissibility of the amendment in question.

No alderperson may cross the floor or leave the council chamber while the mayor or presiding officer is addressing the common council or submitting a question. (See Sec. 2-180, Sheboygan Municipal Code.)

When an alderperson is called to order, he or she shall not speak except in explanation until it shall have been determined that the alderperson is in order. (See Sec. 2-183, Sheboygan Municipal Code.)

Any action under consideration by the common council, at the request of three alderpersons, shall be deferred to the next common council meeting to be held no sooner than one week following. The same action may not be deferred a second time or laid over. (See Sec. 2-81, Sheboygan Municipal Code.)

Whenever any disturbance or disorderly conduct occurs in the council chambers, or rooms or halls adjacent to the council chambers, the mayor or presiding officer has the power, with the aid of the chief of police or police officers in attendance, to cause the chambers, rooms or halls to be cleared of all persons except the alderpersons or officers of the common council. (See Sec. 2-39(a), Sheboygan Municipal Code.)

### **B. General Rules of Conduct**

Alderspersons and members of committees, commissions, and boards shall conduct themselves in a professional and respectful manner while representing the city.

Alderspersons and members of committees, commissions, and boards should wait to be recognized by the mayor or the chairperson before speaking. Upon being recognized, an appropriate preface to your comments is: “Thank you your Honor/Mayor” or “Thank you Mr. Chairman” or “Thank you Madam Chair.”

Alderspersons shall not make disparaging statements during common council meetings about each other, elected officials, or others belonging to a different committee, commission, board, or staff.

All personal electronic devices that make noise, including but not limited to smart phones, tablets, etc., or anything else that makes noise, should be turned off while Council is in session so as not to cause a disturbance or distraction.

### **C. Location and Availability**

All Common Council meetings (including Committee of the Whole meetings) shall take place in the Common Council Chambers. Exceptions may be made for closed sessions (Room 305 is designed for such purposes), emergency meetings, and special meetings called for specific purposes where a different location promotes efficiency while preserving public access.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in Common Council Chambers, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every common council agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than council members who wish to participate in a meeting by speaking at the public forum shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the Mayor or City Clerk anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in common council chambers, they shall make arrangements to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Alders who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e); provided, however, that the City Clerk shall list every alder as potentially attending remotely whenever the most recent report from the Public Health Division of the Sheboygan County Department of Health and Human Services indicates that the level of Community Transmission of COVID-19 is “Substantial” or “High.” At all other times, the City Clerk may establish a procedure whereby an alder may request to be placed on a list of officials who will be noted as a remote attender for all meetings until making a subsequent request to be removed from said list.

All Common Council meetings, except closed sessions, emergency meetings, and special meetings called for a specific purpose taking place in a different location shall be broadcast live on WSCS and livestreamed via the WSCS website. All Common Council meetings, except closed sessions, shall be recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City’s document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from causing the livestream and/or recordings to be available at additional sites, such as the city’s website and social media feeds.

## **II. COMMISSIONS, COMMITTEES, AND BOARD PROCEEDINGS**

The Common Council has three standing committees: the Finance and Personnel Committee; the Public Works Committee; and the Licensing, Hearings, and Public Safety Committee. All committee members are appointed by the mayor and confirmed by the common council.

The Committee of the Whole is comprised of all the alderpersons. The mayor is not a member of the committee. The meetings are called as needed and serve the purpose of deliberation. The Committee of the Whole does not approve or disapprove of any matter before it; it simply makes a recommendation to the common council.

The common council has the power to create special committees on motion or by resolution as the common council deems appropriate.

Any standing committee or special committee may appoint a subcommittee from its membership.

A member of the City Attorney’s office will generally be at all standing committee members. Members of any special committees, including the Committee of the Whole, should contact the City Attorney if they believe the presence of legal counsel at such meetings would be helpful.

## A. Generally Used Rules of Order and Procedure

Only the items posted on the agenda may be acted on or discussed. Any items posted for discussion only may not be acted on.

Chairpersons of committees are responsible for preparing the agenda for all meetings and arranging for minutes to be taken and forwarded to the city clerk. Members may make a request for an item to be placed on the agenda. All documents for committee meetings should be provided to the clerk at least 24 hours prior to the deadline for the agenda (72 hours in the case of direct referrals.)

A quorum must be present in order for the meeting to proceed and the chairperson set the tone for the meeting. A quorum for committees, commissions, and boards is a majority of the full membership. Remote attendance is permitted under the same rules as for the common council (see Item I. A. 5, above.)

Members may speak only when recognized by the chairperson. There is no limitation on how many times a member may speak unless the chairperson sets one. Members may not interrupt the chairperson, other members, or the public who are speaking.

Items on the agenda may be pulled forward at the request of a member with the consent of the chairperson.

## B. Most Commonly Used Documents

Every committee, commission, and board is unique. Many of them handle documents that are pertinent to them or have been referred to them by the common council.

The following documents are received or acted upon by committees, commissions, and boards, and need to be included with the agenda:

**Matters referred from common council** – matters referred from common council, directly or otherwise, (for example, R.O.s, resolutions, or ordinances) are sent to committee for recommendation and referral back to the common council on the committee's recommendation. The proper motion for matters referred from common council is to recommend that the common council receive and file reports or communications and recommend that the common council adopt resolutions and ordinances.

A majority vote against a recommendation to adopt a resolution or an ordinance is deemed to be a recommendation not to so adopt. In case of a tie vote (or a vote with no clear majority due to abstentions), a committee vote fails, but a separate motion would be needed to refer the item back to the common council. An appropriate motion in such a situation would be to refer the document back to council with no recommendation.

**Reports** – reports by department heads or other officials are generally informative. The proper motion for reports not being referred back to the common council is to receive and file the report. Reports may also be referred.

**Requests** – requests are generally made by the public and in some instances city employees. Requests may be granted, denied, held or referred.

**Communications** – communications vary and they generally are filed. In some instances they may be referred, held or acted upon.

**Presentations** – presentations are generally for information only; though action may be requested.

**IFCs** – staff members often prepare an “IFC” (Item for Consideration) for items on a committee agenda. This document includes information about the fiscal impact of a proposed ordinance, resolution, or other document for action; gives some background on the proposal; provides staff input and recommendations; references any current law that impacts the proposal; and gives a recommended action. It is for information, not action, although action may be requested.

### **C. Location and Availability**

All Commission, Committee, and Board meetings shall take place in an unlocked location directly accessible to the public. Exceptions may be made for meetings where the only action will be to convene in closed session, with adjournment taking place in closed session.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in the meeting room, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every commission, committee, and board agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than commission, committee, and board members who wish to participate in a meeting shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the chair of a commission, committee, or board anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in the meeting room, they shall make arrangements to either hold the meeting in a larger room or to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Commission, committee, and board members who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e); provided, however, that the City Clerk shall list every member of a standing committee as potentially attending said committee meetings remotely whenever the most recent report from the Public Health Division of the Sheboygan County Department of Health and Human Services indicates that the level of Community Transmission of COVID-19 is “Substantial” or “High.” The City Clerk may establish a procedure whereby any such member may request to be placed on a list of officials who will be noted as a remote attender for all meetings until making a subsequent request to be removed from said list.

All meetings of standing council committees (i.e., Finance & Personnel; Licensing, Hearings, and Public Safety; and Public Works) except closed sessions, shall be video recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City’s document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from livestreaming or causing recordings to be available at additional sites, such as the city’s website and social media feeds.

### **III. RULES FOR THE PUBLIC**

All personal electronic devices that make noise, including but not limited to smart phones, tablets, etc., or anything else that makes noise, should be turned off while the common council is in session so as not to cause a disturbance or distraction.

#### **A. Public Forum**

The common council welcomes community input during its meetings.

The public present at the meeting is required to remain silent during the common council meeting. The mayor sets the tone for the common council meetings and enforces all the rules. The mayor may call anyone out of order. In order to preserve order, the mayor may also have anyone who is out of order escorted out of the council chambers.

In order to speak before the common council at the public forum, the public must first make a request to the city clerk. Such request shall be made no later than noon on the day of the common council meeting. Up to five persons are allowed to speak for up to five minutes during the public forum. If more than five people sign up, preference shall be given to city residents and persons who pay property taxes to the City on real or personal property. Comments shall be limited to discussion of items on the agenda. Any alderman may move to open the floor for one minute additional time. The common council has a full agenda to follow but may grant a person additional time to speak by a majority vote.

## **Basic Rules**

1. Before speaking, clearly state your name and address.
2. Speak clearly, do not swear or use foul language.
3. Address comments to alderpersons, committee, etc.
4. Limit comments to matters on the meeting agenda.
5. No advertising, self-promotion, or electioneering.
6. Do not be argumentative with presenters or department heads or representatives.
7. Do not personally attack or criticize the mayor, alderpersons, city officials, department heads, elected officials or staff.
8. Do not personally attack or criticize members of the public present at the meeting.
9. Do not personally attack any member of the public (whether or not present), board/committee members, employees, and the mayor.
10. Maintain your composure and show respect to the chairperson and respective committee members.

The common council receives citizen input and generally does not respond or debate issues with the public during the meeting. However, during a period of public comment, the open meeting law allows a governmental body to discuss any matter raised by the public. (See Sec. 19.83(2), Wis. Stats.) If there is a need for a response or answer to a question or concern, please make a request during your statement and the appropriate city official or employee will get back to you within a reasonable time.

## **B. Committees, Commissions and Boards**

The various city committees, commissions and boards welcome community input. When communications are received by the city and referred to a committee, commission or board, the respective chairperson may invite individuals to attend the meeting. The opportunity to speak is strictly up to the discretion of the chairperson.

Persons wishing to speak during these meetings should raise their hand and be recognized by the chairperson before speaking. There is no limitation on the amount of time an individual has to speak but the chairperson may limit the time.

Everyone is required to remain quiet during the meeting. The chairperson may rule one out of order and may have one escorted out if necessary.

## **Basic Rules**

1. Before speaking, clearly state your name and address.
2. Speak clearly, do not swear or use foul language.
3. Address comments to alderpersons, committee, etc.
4. Limit comments to matters on the meeting agenda.
5. No advertising, self-promotion, or electioneering.
6. Do not be argumentative with presenters or department heads or representatives.
7. Do not personally attack or criticize the mayor, alderpersons, city officials, department heads, elected officials or staff.



8. Do not personally attack or criticize members of the public present at the meeting.
9. Do not personally attack any member of the public (whether or not present), board/committee members, employees, and the mayor.
10. Maintain your composure and show respect to the mayor and alderpersons.

**Generally Used Rules of Order-9-21.doc**

**File Attachments for Item:**

16. Mayor's Appointments



April 16<sup>th</sup> 2024

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL

I hereby submit the following appointments for your confirmation:

**FINANCE AND PERSONNEL**

- Trey Mitchell - Chairperson
- Grazia Perrella – Vice Chair
- Barb Felde
- Dean Dekker
- Bob La Fave

**LICENSING, HEARINGS, AND PUBLIC SAFETY**

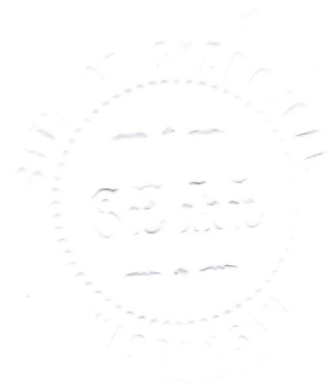
- Zach Rust - Chairperson
- Bob La Fave – Vice Chair
- Daniel Peterson
- Joe Heidemann
- Grazia Perrella

**PUBLIC WORKS**

- Dean Dekker – Chairperson
- Angela Ramey – Vice Chair
- Daniel Peterson
- John Belanger
- Zach Rust

Dutifully,

Ryan Sorenson  
Mayor  
City of Sheboygan



Office of the Mayor  
  
CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081  
  
920-459-3317  
www.sheboyganwi.gov

April 16, 2024

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

### ARCHITECTURAL REVIEW BOARD

NAME	APPOINTED	EXPIRES
Alderson Zach Rust	04/17/2024	04/21/2025
Joseph Clarke - Architect	04/17/2024	04/20/2027
Richard Linde - Architect	04/17/2024	04/20/2027

### ZONING BOARD OF APPEALS

NAME	TERM START	EXPIRES
Kevin Sampson	04/17/2024	04/20/2027
Salaseni (Sala) Sander	04/17/2024	04/20/2027
Richard Linde – Architect	04/17/2024	04/20/2027
Keeli Johnson	04/17/2024	04/20/2027

### BOARD OF LICENSE EXAMINERS

NAME	APPOINTED	EXPIRES
Alderson Zach Rust (Chairperson)	04/17/2024	04/21/2025
Dan Zelm	04/17/2024	04/15/2026
Todd Luedke – Electrical Contractor	04/17/2024	04/15/2026
Todd Thone	04/17/2024	04/15/2026

### HOUSING REHABILITATION LOAN COMMISSION

NAME	APPOINTED	EXPIRES
Alderson Grazia Perrella	04/17/2024	04/21/2025
Marilyn Montemayor	04/17/2024	04/21/2025
Ka Lee	04/17/2024	04/21/2025
Andre Walton	04/17/2024	04/21/2025
Gina Covelli	04/17/2024	04/21/2025

### BOARD OF MARINA, PARK, AND FORESTRY COMMISSIONERS

NAME	APPOINTED	EXPIRES
Alderson Dean Dekker – Chair of Public Works	04/17/2024	04/21/2025
Marilyn Montemayor – City Plan Commission Representative	04/17/2024	04/17/2025

Peter Mayer – Historic Preservation Commission Representative	04/17/2024	04/17/2025
Michael Froh – Boat Slip leaser	04/17/2024	04/17/2025
Rebecca Clarke – County Board Representative	04/17/2024	04/17/2025
Terry Van Akkeren	04/17/2024	04/20/2027
SGT. Alex Jeager – Police Department Representative (non-voting)	04/17/2024	04/17/2025

## BOARD OF REVIEW

NAME	APPOINTED	EXPIRES
David Hinze	04/17/2024	04/18/2029

## CITY PLAN COMMISSION

NAME	APPOINTED	EXPIRES
Marilyn Montemayor	04/17/2024	04/21/2025
Kim Meller	04/17/2024	04/20/2027

## HISTORIC PRESERVATION

NAME	APPOINTED	EXPIRES
Travis Gross	04/17/2024	04/20/2027

## HOUSING AUTHORITY

NAME	APPOINTED	EXPIRES
Carol Dusselt	04/17/2024	04/18/2029

## JOINT REVIEW BOARD

NAME	TERM START	EXPIRES
Mayor Sorenson – City of Sheboygan representative	04/17/2024	04/21/2025
Mark Boehlke – SASD representative	04/17/2024	04/21/2025
Roy Kluss – LTC representative	04/17/2024	04/21/2025
Vern Koch – County representative	04/17/2024	04/21/2025
Roberta Filicky-Peneski – Public representative	04/17/2024	04/21/2025

**LIBRARY BOARD**

NAME	TERM START	EXPIRES
Alderson Angela Ramey	04/17/2024	04/21/2025
Kathie Norman	04/17/2024	04/20/2027
Jim Hollister	04/17/2024	04/20/2027

**MAYOR'S INTERNATIONAL COMMITTEE**

NAME	APPOINTED	EXPIRES
Alderson Zach Rust	04/17/2024	04/21/2025
Veronica Valdez (Secretary & Treasurer)	04/17/2024	04/21/2025
Alexandria King-Close	04/17/2024	04/21/2025
Cole Phillips	04/17/2024	04/21/2025
Mickenzie Petrie	04/17/2024	04/21/2025
Kara Ottum	04/17/2024	04/21/2025
Nicole Brown	04/17/2024	04/21/2025
Peter Janssen	04/17/2024	04/21/2025
Deb Sabol-Williams	04/17/2024	04/21/2025
Sarah Engel-Streicher	04/17/2024	04/21/2025
Lisa Salgado	04/17/2024	04/21/2025
Aubrey Lockwood	04/17/2024	04/21/2025
Melissa Parra	04/17/2024	04/21/2025
Brittney Wagner	04/17/2024	04/21/2025
Alex Vanden Heuvel	04/17/2024	04/21/2025

**REDEVELOPMENT AUTHORITY**

NAME	APPOINTED	EXPIRES
Roberta Filicky-Peneski	05/01/2021	04/30/2026
Chleo Messner	05/01/2024	04/30/2029
Darrell Hoffland	05/01/2024	04/30/2029

**SENIOR ACTIVITY CENTER (UPTOWN SOCIAL) COMMISSION**

NAME	APPOINTED	EXPIRES
Alderson Joe Heidemann	04/17/2024	04/21/2025
Natasha Torry	04/17/2024	04/20/2027
Cindy Raasch	04/17/2024	04/20/2027

**SHEBOYGAN TRANSIT COMMISSION**

NAME	TERM START	EXPIRES
Aldersperson Trey Mitchell – Finance & Personnel Representative	04/17/2024	04/21/2025
Aldersperson Zach Rust – LHPS Representative	04/17/2024	04/21/2025
Aldersperson Dean Dekker – Public Works Representative	04/17/2024	04/21/2025
Emily Hening	04/17/2024	04/20/2025
Bryan Kelly	4/19/2022	04/21/2025

**SHEBOYGAN COUNTY EMERGENCY MEDICAL SERVICES COUNCIL**

NAME	TERM START	EXPIRES
Aldersperson Daniel Peterson	04/17/2024	04/21/2025

**SHEBOYGAN ROOM TAX COMMISSION**

NAME	TERM START	EXPIRES
Austin Gruenke	04/17/2024	04/21/2025
Chris Kennedy	04/17/2024	04/21/2025
Gretchen Tillman	04/17/2024	04/21/2025

**SUSTAINABLE TASK FORCE**

NAME	APPOINTED	EXPIRES
James Van Akkeren	04/17/2024	04/21/2025
Rebecca Clarke	04/17/2024	04/21/2025
Akshay Jain	04/17/2024	04/21/2025
Lora Hagen	04/17/2024	04/21/2025
Rebecca Stewart	04/17/2024	04/21/2025
Jennifer Rutten	04/17/2024	04/21/2025
Jeanne Kliejunas	04/17/2024	04/21/2025
Chris Kuehnel	04/17/2024	04/21/2025
Cheryl Sohn	04/17/2024	04/21/2025
Mark Mahoney	04/17/2024	04/21/2025

**FRIENDS OF MAYWOOD BOARD**

NAME	TERM START	EXPIRES
Aldersperson Joe Heidemann	04/17/2024	04/21/2025

Please contact me if you have any questions.

Thank you,



Ryan Sorenson  
Mayor  
City of Sheboygan



**File Attachments for Item:**

17. Res. No. 206-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Water System Revenue Bonds.

**CITY OF SHEBOYGAN  
RESOLUTION 206-23-24**

**BY ALDERPERSONS DEKKER AND MITCHELL.**

**APRIL 15, 2024.**

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 Water System Revenue Bonds.

RESOLVED: That the City Attorney 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 \$411,593 in Taxable Water System Revenue Bonds, Series 2024 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

# Quarles

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

Attorneys at Law in  
 Chicago  
 Denver  
 Indianapolis  
 Madison  
 Milwaukee  
 Minneapolis  
 Naples  
 Phoenix  
 St. Louis  
 San Diego  
 Tampa  
 Tucson  
 Washington, D.C.

March 21, 2024

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 \$411,593 City of Sheboygan (the "City") Taxable Water System Revenue Bonds, Series 2024 for LSL Replacements (Safe Drinking Water Loan)

Dear Mr. Trueblood:

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 Utility.

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:

QB\89051200.1

Mr. Joe Trueblood, P.E.  
 March 21, 2024  
 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

QB\89051200.1

Mr. Joe Trueblood, P.E.  
March 21, 2024  
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 \$9,500, 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.  
March 21, 2024  
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

Rebecca A. Speckhard

RAS:JPL:TAB  
#850357.00076

- cc: Meredith DeBruin (via email)
- Kaitlyn Krueger (via email)
- Lisa Gottsacker (via email)
- Carol Wirth (via email)
- Jacob Lichter (via email)
- Tracy Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By:   
Charles C. Adams  
Its: City Attorney

Title

Date: April 17, 2024

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

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

March 21, 2024

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 \$411,593 City of Sheboygan (the "City") Taxable Water System Revenue Bonds, Series 2024 for LSL Replacements (Safe Drinking Water Loan)

Dear Mr. Trueblood:

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 Utility.

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.  
March 21, 2024  
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.  
March 21, 2024  
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 \$9,500, 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.  
March 21, 2024  
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

*Rebecca Speckhard / TAB*

Rebecca A. Speckhard

RAS:JPL:TAB  
#850357.00076

- cc: Meredith DeBruin (via email)
- Kaitlyn Krueger (via email)
- Lisa Gottsacker (via email)
- Carol Wirth (via email)
- Jacob Lichter (via email)
- Tracy Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

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

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

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

**File Attachments for Item:**

18. Res. No. 207-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute the Engagement Letter with Landretti & Company, LLC relating to appraisal review services regarding three appraisals in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

**CITY OF SHEBOYGAN  
RESOLUTION 207-23-24**

**BY ALDERPERSONS DEKKER AND MITCHELL.**

**APRIL 15, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute the Engagement Letter with Landretti & Company, LLC relating to appraisal review services regarding three appraisals in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

RESOLVED: That the City Attorney is hereby authorized to enter into the attached Engagement Letter with Landretti & Company, LLC relating to appraisal review services in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

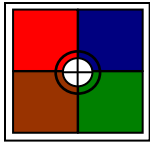
\_\_\_\_\_.

Presiding Officer

Attest

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

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



# Landretti & Company, LLC

PO Box 628543, Middleton, Wisconsin 53562  
Phone: (608) 298-5506 Mobile: (608) 575-6861  
www.landretti.com Email: appraisal@landretti.com

April 8, 2024

City of Sheboygan  
C/O Amy Seibel, Seibel Law Offices, LLC  
828 Center Avenue, Suite 004  
Sheboygan, WI 53081

Dear Ms. Seibel:

It is my understanding that you have agreed to hire Landretti & Company, LLC to perform an appraisal review of the three appraisals completed by Valbridge Property Advisors of the Walmart property at 3711 S. Taylor Drive, Sheboygan, Wisconsin for the 2020, 2021, and 2022 assessment year dated December 10, 2021, June 15, 2022, and June 30, 2023, respectively.

The services and the terms of the engagement will include:

1. An appraisal review completed for litigation purposes in a property tax assessment dispute considering the Wisconsin Property Assessment Manual, Wisconsin statutes and case law, and the Uniform Standards of Professional Appraisal Practice
  - a. The client will be the City of Sheboygan and the intended users will be the client and Seibel Law Offices, LLC
2. An electronic version of the appraisal review will be delivered on or before April 30, 2024.
3. The fee for the appraisal review will be billed at \$10,000 with payment to be made no later than 30 days from delivery of the completed appraisal review.
4. The maximum damages recoverable from the appraiser and from the firm of Landretti & Company, LLC, relative to this engagement shall be the amount of money's actually collected by the firm of Landretti & Company, LLC for this assignment and under no circumstances shall any claim for consequential damages be made. In addition, there is no accountability for liability to any third party.
5. Any issues, concerns, or discrepancies with the appraisal review(s) must be disclosed to Landretti & Company, LLC within six months of the report date otherwise it is assumed the client accepts the appraisal review and the client does not have any further rights for legal action against Landretti & Company, LLC after said period.
6. Additional services outside the scope of the appraisal review(s), including but not limited to testimony, testimony preparation and travel, or other consulting services, will be charged at \$500 per hour. If overnight accommodations are necessary, an additional overnight stay fee of \$500 per night will be billed.

If you agree to the services, please sign below and return a copy of this engagement letter. Please contact me with any questions.

Best Regards,

Dominic Landretti, MAI, AI-GRS  
Owner – Valuation Consultant  
Landretti & Company, LLC

I, \_\_\_\_\_, approve the services above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**File Attachments for Item:**

19. Res. No. 208-23-24 by Alderpersons Dekker and Mitchell authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan and Inspired Holdings LLC.

**CITY OF SHEBOYGAN  
RESOLUTION 208-23-24**

**BY ALDERPERSONS DEKKER AND MITCHELL.**

**APRIL 15, 2024.**

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

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

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

TAGLaw International Lawyers

**Brion T. Winters**  
Direct Telephone  
414-287-1561

Brion.winters@vonbriesen.com

April 4, 2024

**VIA EMAIL ONLY:**

City of Sheboygan  
Redevelopment Authority of the City of Sheboygan  
Attn: Casey Bradley and Diane McGinnis-Casey

Re: Waiver of Conflict of Interest

Dear Casey and Diane,

As discussed, I have been asked by Inspired Holdings LLC (“**Inspired**”) to represent them with regard to the initial drafting of condominium documents and one turn of revisions to those documents with regard to a development project located in the South Pier neighborhood of Sheboygan, and directly involving the City of Sheboygan and the Redevelopment Authority of the City of Sheboygan (“**Sheboygan RDA**”). von Briesen & Roper currently represents the City of Sheboygan and the Sheboygan RDA in connection with various matters, including, without limitation, the ground lease related to the property on which this particular condominium project will be built.

The purpose of this letter is to confirm the informed consent of the City of Sheboygan and the Sheboygan RDA to and a written waiver of a potential conflict of interest pursuant to the Wisconsin rules of professional responsibility which govern attorneys.

Specifically, von Briesen & Roper requests that the City of Sheboygan and the Sheboygan RDA consent to our representation of Inspired with regard to the preparation of the aforementioned condominium documents and revisions.

Inspired has given its consent and has waived any potential conflicts of interest under the circumstances outlined above.

Based on the foregoing, we would appreciate your confirming your waiver and consent to our representation as described in this letter by signing a copy of this letter and returning it to me (electronically) as soon as possible. We appreciate your understanding of our professional obligations with respect to matters of conflict. If you have questions or concerns, please call me. We very much appreciate your courtesy in considering this request.

Very truly yours,

von BRIESEN & ROPER, s.c.



Brion T. Winters  
40959678\_1.DOCX



**WAIVER AND CONSENT**

The undersigned hereby waives the potential conflict and consents to von Briesen & Roper, s.c.'s representation of Inspired Holdings LLC as described in the foregoing letter.

Dated this \_\_\_\_\_ day of April, 2024.

**CITY OF SHEBOYGAN**

\_\_\_\_\_

By: Casey Bradley

Title: City Administrator

**CITY OF SHEBOYGAN  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_

By: Diane McGinnis-Casey

Title: \_\_\_\_\_

**File Attachments for Item:**

20. Res. No. 209-23-24 by Alderpersons Dekker and Mitchell authorizing the City Attorney's Office to settle the matter of *State of Wisconsin v. City of Sheboygan*, Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, 2023FO000105, and 2023FO000159.

**CITY OF SHEBOYGAN  
RESOLUTION 209-23-24**

**BY ALDERPERSONS DEKKER AND MITCHELL.**

**APRIL 15, 2024.**

A RESOLUTION authorizing the City Attorney’s Office to settle the matter of *State of Wisconsin v. City of Sheboygan*, Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, 2023FO000105, and 2023FO000159.

WHEREAS, the City of Sheboygan was cited by the DNR related to soil erosion management practices in the SouthPointe Enterprise Campus during the years 2018-2021; and

WHEREAS, the City has negotiated settlement of the matter with the DNR and District Attorney’s offices and taken steps to close the site as a construction site requiring DNR oversight.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney’s Office is hereby authorized to settle the matter of *State of Wisconsin v. City of Sheboygan*, Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, 2023FO000105, and 2023FO000159 by paying a forfeiture in the total amount of \$2,364.40 pursuant to a Stipulation and Order, a copy of which is attached hereto.

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

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH NO. 4

SHEBOYGAN COUNTY

STATE OF WISCONSIN,

Plaintiff,

vs.

Case Nos: 2023FO000099  
2023FO000100  
2023FO000101  
2023FO000105  
2023FO000159

CITY OF SHEBOYGAN,

Defendant.

**STIPULATION**

It is hereby stipulated by and between the parties, by their respective attorneys as follows:

1. The defendant agrees to plead No Contest to Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, and 2023FO000105. The defendant agrees to pay a forfeiture, including costs, of \$591.10 per case, totaling \$2,364.40, within 60 days of entry of judgment.
2. Case No. 2023FO000159 shall be dismissed without prejudice and without further cost to either party.

\_\_\_\_\_  
Claudia T. Johnson  
Attorney for the State of Wisconsin  
State Bar No. 1122860

\_\_\_\_\_  
Charles C. Adams  
Attorney for the City of Sheboygan  
State Bar No. 1021454

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

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

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH NO. 4

SHEBOYGAN COUNTY

---

STATE OF WISCONSIN,

Plaintiff,

vs.

Case Nos: 2023FO000099  
2023FO000100  
2023FO000101  
2023FO000105  
2023FO000159

CITY OF SHEBOYGAN,

Defendant.

---

**ORDER**

---

Based upon the stipulation of the parties,

It is hereby ordered that:

1. The defendant’s plea of No Contest to Case Nos. 2023FO000099, 2023FO000100, 2023FO000101, and 2023FO000105 is hereby accepted. The defendant is ordered to pay a forfeiture, including costs, of \$591.10 per case, totaling \$2,364.40, within 60 days of entry of judgment.
2. Case No. 2023FO000159 shall be dismissed without prejudice and without further cost to either party.

**File Attachments for Item:**

21. Res. No. 210-23-24 by Alderpersons Dekker and Mitchell authorizing the purchase of 636 Wisconsin Avenue from Wells Fargo Bank, N.A. for future use by the City.

**CITY OF SHEBOYGAN  
RESOLUTION 210-23-24**

**BY ALDERPERSONS DEKKER AND MITCHELL.**

**APRIL 15, 2024.**

A RESOLUTION authorizing the purchase of 636 Wisconsin Avenue from Wells Fargo Bank, N.A. for future use by the City.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Agreement of Sale between the City of Sheboygan and Wells Fargo Bank, N.A., 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

**AGREEMENT OF SALE**

Sheboygan, WI – 636 Wisconsin Avenue (BE #100553)

**KEY PROVISIONS SUMMARY**

Effective Date:	The date this Agreement is executed by the last to sign of Buyer and Seller (as indicated by the date associated with such party’s signature) as shown on the signature page(s) attached hereto ( <u>Section 17.15</u> )	
Seller:	Wells Fargo Bank, N.A., a national banking association	
Buyer:	City of Sheboygan	
Property:	That certain real property containing approximately 1.49 acres located at 636 Wisconsin Avenue, Sheboygan, Wisconsin (all of Sheboygan County tax parcel numbers 59281110440 and 59281111451) as more particularly described by a legal description from a deed/title policy attached hereto as <u>Exhibit A</u> and as depicted on the site plan or survey attached hereto as <u>Exhibit B</u> , together with all appurtenances, rights, privileges, and easements benefiting, belonging, or pertaining thereto as well as any improvements and fixtures located thereon (except as otherwise provided in <u>Section 9</u> below)	
Escrow Agent:	_____ ( <u>Section 3</u> )	
Earnest Money:	\$10,000 ( <u>Section 3</u> )	
Purchase Price:	\$1,700,000 ( <u>Section 4</u> )	
Acceptance Date:	Thirty (30) days after the First Party Signature Date ( <u>Section 19</u> ) <i>NOTE: Agreement is void if signed/dated after the Acceptance Date per <u>Section 19</u>.</i>	
Title Period:	Sixty (60) days after the Effective Date ( <u>Section 7.1</u> )	
Inspection Period:	Sixty (60) days after the Effective Date ( <u>Section 7.2</u> )	
Closing Date:	Not later than thirty (30) days after expiration of the Inspection Period ( <u>Section 10.1</u> )	
Financial Services/ Signage Restrictions:	Two (2) years ( <u>Section 6.3</u> )	
Broker(s):	CJ Goldberg, representing Seller, as the sole broker in this transaction ( <u>Section 16</u> )	
Notices: ( <u>Section 15</u> )	<u>Seller:</u>	<u>Buyer:</u>
	Wells Fargo CPG Attn: Property Admin (BE #100553) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 E: PropertyAdmin@WellsFargo.com	City of Sheboygan Attn: _____ _____ E: _____  With a copy to: _____ Attn: _____ _____ E: _____
Exhibits:	Exhibit A – Legal Description of Property Exhibit B – Site Plan or Survey of Property	



## AGREEMENT OF SALE

**THIS AGREEMENT OF SALE (“Agreement”)** is entered into as of the Effective Date by Seller and Buyer.

The parties agree as follows:

**1. Key Provisions Summary; Enumeration of Exhibits.** References in the body of this Agreement to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Agreement (e.g., Section references in the right-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Agreement, the terms of the Key Provisions Summary shall control. The Exhibits enumerated in the Key Provisions Summary and attached to this Agreement are incorporated in this Agreement by reference and are to be construed as a part of this Agreement. Each party shall perform any obligations on its part as set forth in any and all such Exhibits. **Except where otherwise expressly provided for in this Agreement, any consent or approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.**

**2. Agreement of Sale and Purchase.** Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

**3. Earnest Money.**

**3.1.** On or before 5:00 p.m. on the tenth day after the Effective Date, Buyer shall deposit with the Escrow Agent (as set forth in the Key Provisions Summary) the Earnest Money (as set forth in the Key Provisions Summary). All sums paid by Buyer to Escrow Agent hereunder are included as part of the Earnest Money. Escrow Agent shall deposit the Earnest Money in a non-interest bearing account and shall hold, refund, disburse, and/or distribute, as the case may be, the Earnest Money in accordance with the terms hereof.

**3.2.** Within ten (10) days from the Effective Date, the parties agree to sign an earnest money escrow agreement in form and substance reasonably acceptable to the parties thereto. Seller and Buyer shall jointly and severally hold Escrow Agent harmless with respect to the performance of its duties as Escrow Agent, except to the extent caused by the gross negligence or willful or wanton misconduct of Escrow Agent.

**3.3.** The Earnest Money will be returned to Buyer if Buyer terminates this Agreement prior to the expiration of the Title Period or the Inspection Period. If Buyer fails to close on the purchase of the Property after the Inspection Period has expired and Buyer has not terminated this Agreement, Seller shall retain the Earnest Money as liquidated damages as Seller’s exclusive remedy. If Seller fails to close on the sale of the Property as required in this Agreement, the Earnest Money shall be returned to Buyer and Seller also shall pay Buyer an amount equal to all costs and expenses incurred by Buyer with regard to the transaction and all other remedies available to Buyer at law as a result of Seller’s breach of this Agreement (including, without limitation, all attorney’s fees). Otherwise, the Earnest money will be applied to the Purchase Price at Closing. The parties hereby waive the remedy of specific performance.

**3.4. Escrow Agent Terms.**

**3.4.1.** In the event of a default by Buyer under the terms of this Agreement leading to termination of this Agreement by Seller as provided in Section 11.1 below, or the termination of this Agreement by Seller in accordance with its terms, Escrow Agent is instructed to deliver the Earnest Money to Seller. In the event of a default by Seller under the terms of this Agreement as provided in Section 11.2 below, or the termination of this Agreement by Buyer in accordance with its terms, Escrow Agent is instructed to deliver the Earnest Money to Buyer. If the sale of the Property is closed, Escrow Agent is instructed to deliver the Earnest Money to Seller to be treated as a credit against the Purchase Price at Closing.

**3.4.2.** The duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature and the Escrow Agent incurs no liability whatever except for gross negligence or willful or wanton misconduct. Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder. If Escrow Agent is also attorney for a party hereto, service by the Escrow Agent as Escrow Agent does not disqualify it from representing such party in connection with the transactions provided for in this Agreement.

**3.4.3.** Any request for disbursement of the Earnest Money must be signed by Buyer and Seller; provided, however, that: (1) if either party terminates this Agreement in accordance with its terms, the non-terminating party's joinder in a request for disbursement of the Earnest Money to the terminating party pursuant to such termination is not required and (2) if either party makes a written request for disbursement to Escrow Agent, with a copy to the other party, and the other party fails to object in writing within ten (10) business days, Escrow Agent is authorized to disburse the Earnest Money to the requesting party. In addition, Escrow Agent is authorized to disburse the Earnest Money in accordance with a court order.

**3.4.4.** In connection with this escrow, Buyer and Seller shall execute such additional agreements as Escrow Agent may reasonably request. If, at any time, there exists any dispute or contradiction among the parties hereto with respect to the holding or disposition of the Earnest Money or funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent's sole satisfaction the proper disposition of the Earnest Money or funds for Closing, or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as Escrow Agent hereunder by delivery of written notice to all parties hereto, and upon such resignation, Escrow Agent shall pay the Earnest Money or funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement. Escrow Agent has no liability to any party hereto or any other person with respect to any such suspension of performance or disbursement into court or successor escrow agent, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Earnest Money or funds for Closing, or any delay in or with respect to any other action required or requested of Escrow Agent. Buyer and Seller, jointly and severally, shall reimburse Escrow Agent for all costs and expenses of any legal action or proceeding in connection with the Earnest Money, funds for Closing, or Escrow Agent's obligations hereunder, including reasonable attorneys' fees and disbursements actually incurred, and shall indemnify, defend, and hold harmless Escrow Agent from any and all claims, actions, liabilities, judgments, and costs (including reasonable attorneys' fees actually incurred) incurred in connection with the escrow of the Earnest Money or funds for Closing. Escrow Agent is not liable for any loss of the Earnest Money or funds for Closing by (or as a result of failure of) the bank in which such funds are deposited. Escrow Agent may rely upon any instrument, not only as to its due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein, which appears to have been signed or presented by the person or party purporting

to sign the same. Escrow Agent is not liable for incidental, indirect, special, consequential, or punitive damages.

#### **4. Purchase Price.**

The Purchase Price for the Property (as adjusted by the terms of this Agreement) is payable as follows: (i) Escrow Agent will deliver the Earnest Money to Seller at Closing (as defined in Section 10) and (ii) Buyer shall pay the balance of the Purchase Price to Seller (or Escrow Agent) at Closing by wired funds. Seller shall provide wire instructions to the applicable closing attorney or title company at least five business days prior to Closing. The Purchase Price will not be adjusted if the number of acres contained in the boundaries of the Property or the square footage of any improvements at the Property is later shown to be more or less than the number of acres or square footage as set forth in the Key Provisions Summary.

#### **5. Costs and Pro-Rations at Closing.**

**5.1. Transfer Taxes, Recording Fees and Other Fees.** Seller shall pay any applicable grantor transfer taxes, the cost to prepare the deed from Seller, and the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable), the premium for an owner's policy of title insurance issued to the Buyer at Closing, a gap endorsement, and any other costs customarily paid by a seller of a commercial property in Wisconsin. Buyer shall pay any applicable grantee transfer taxes, the cost of any additional title insurance obtained by Buyer, the cost of a current survey of the Property (if desired by Buyer during the Inspection Period), the cost of recording the deed from Seller, and any other costs customarily paid by a buyer of a commercial property in Wisconsin. Each party shall pay its own attorney's fees.

**5.2. Taxes.** Ad valorem taxes and assessments ("**Taxes**") assessed against the Property for the year in which Closing occurs will be pro-rated on a calendar year or fiscal year basis, as applicable, as of the day of Closing. If the Property is in the tax records as a separate parcel on the date of Closing, the Taxes will be pro-rated on the basis of time and applied in adjustment of the Purchase Price due at Closing. If the Property is part of a larger parcel during the calendar year or tax year of the Closing, the Taxes will be pro-rated on the basis of acreage (and improvements on such acreage, if any) as well as time, and Buyer shall pay to Seller Buyer's resulting share of the Taxes at Closing and Seller shall pay the Taxes due and payable for the year of Closing on the entire larger parcel of which the Property is a part when the same become due, and Buyer shall, as soon as is practicable, cause the Property to be reflected as a separate parcel in the tax records. If tax bills/notices/assessments have not yet been issued for the current calendar or fiscal year as of Closing, such taxes shall be pro-rated at Closing based upon the most recent tax bill/notice/assessment available as of the Closing Date, which shall be deemed conclusive between Seller and Buyer for all purposes.

**5.3. Utilities.** If any utility services are presently being provided to the Property, Seller will pay for such services through the Closing Date, but thereafter any such services in the name of Seller will be terminated. Notwithstanding the foregoing, Buyer shall transfer all utility services at the Property to Buyer as of the Closing Date. If Buyer fails to so transfer the utility services, Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer's failure to so transfer such utilities. The foregoing indemnification obligations of Buyer survive Closing.

## 6. Conveyance of Title.

**6.1. Deed.** Seller shall convey title to the Property to Buyer by special (or limited) warranty deed, subject to Taxes for the year of Closing which will be pro-rated between the parties at Closing as provided in Section 5.2 above and subject to matters of survey, easements, encumbrances, restrictions, and any other matters of record, other than defects and encumbrances to be removed, corrected and/or satisfied in accordance with Section 7 below. Seller shall not cause or permit any other defects in or liens, encumbrances, or limitations upon Seller's title to the Property to arise from and after the Effective Date; provided, however, that Seller has no obligation to remove "Fieri Facias" which are not specific to the Property and/or for which Seller is but a garnishee.

**6.2. Legal Description.** Seller shall convey the Property by a special (or limited) warranty deed using the historic legal description of the Property that is of record. If requested by Buyer, and at Buyer's expense, Seller also shall convey the Property by a quit-claim (non-warranty) deed using the legal description taken from a current and accurate survey of the Property obtained by Buyer at Buyer's expense from a registered land surveyor.

**6.3. Deed Restriction.** The Property will be conveyed by Seller and accepted by Buyer subject to the following use restriction, which will be set forth in the deed or deeds from Seller:

**"Affiliated Entity"** means any entity that controls, is controlled by, or is under common control with Grantor, including successors by merger, acquisition, or otherwise. **"Financial Services Business"** means a state or national bank; a savings bank; a credit union; a savings and loan institution; a finance company; an industrial bank; a mortgage company; a securities broker or dealer; a trust company; an investment advisor; a wealth manager; and any other business in the financial services industry that accepts deposits; originates loans; cashes checks; provides automated teller machine services; offers trust services; sells stocks, bonds, or mutual funds; provides investment advice; or offers wealth management services. No entity or person other than Grantor or an Affiliated Entity may conduct a Financial Services Business from the Property (the **"Financial Use Restriction"**). In addition, Grantee shall not permit, allow, or install at the Property any type of signage, whether pylon, monument, plaque, or otherwise, and whether or not interior or exterior, that includes the name or logo of any Financial Services Business other than Grantor (the **"Signage Restriction"**). The Financial Use Restriction and the Signage Restriction are binding upon Grantee and Grantee's successors and assigns; are deemed to be covenants that touch and concern the land and run with the land; are for the benefit of Grantor and its successors and assigns and its properties located within the same county and state in which the property is located (as well as the counties adjacent thereto); and expire two (2) years after the recording date of this Deed. Grantee acknowledges that a breach of the Financial Use Restriction or the Signage Restriction will cause irreparable damage to Grantor, the exact amount of which will be difficult or impossible to ascertain, and that remedies at law for such breach will be inadequate. Therefore, if Grantee breaches the Financial Use Restriction or the Signage Restriction, then in addition to any other remedy that might be available at law or in equity, (i) Grantor shall be entitled to specific performance and injunctive relief without the necessity of proving that actual

damages are not an adequate remedy and (ii) Grantee shall not raise the defense that there is an adequate remedy at law.

## 7. Inspection Period.

**7.1. Inspection of Seller's Title.** Buyer may during the Title Period examine Seller's title to the Property and notify Seller of any defects in or encumbrances upon Seller's title to the Property (the "**Objections**"). Seller may, but is not obligated to, remove, correct, and/or satisfy any Objections. If Buyer fails to notify Seller of any Objections prior to 5:00 p.m. on the last day of the Title Period (the "**Title Notice Deadline**"), then Buyer is deemed to have waived any Objections and to have accepted Seller's title to the Property. If Buyer notifies Seller of any Objections prior to the Title Notice Deadline ("**Buyer's Objections Notice**"), Seller shall notify Buyer within ten (10) business days after receipt of Buyer's Objections Notice ("**Seller's Response Period**") whether or not Seller will seek to remove, correct, and/or satisfy the Objections ("**Seller's Objections Response**"). If Seller fails to notify Buyer of Seller's Objections Response within Seller's Response Period, then Seller is deemed to have elected not to seek to remove, correct, and/or satisfy any Objections. If Seller's Objections Response indicates that Seller will not seek to remove, correct, and/or satisfy all Objections set forth in Buyer's Objections Notice, or if Seller fails to notify Buyer of Seller's Objections Response within Seller's Response Period, then Buyer may either (i) waive the Objections set forth in Buyer's Objections Notice and proceed with Closing or (ii) terminate this Agreement by giving written notice thereof to Seller not later than five (5) business days after the later of (A) Buyer's receipt of Seller's Objections Response if Seller sent a Seller's Objections Response or (B) Seller's Response Period if Seller failed to notify Buyer of Seller's Objections Response within Seller's Response Period. If Buyer fails to so terminate this Agreement, Buyer is deemed to have waived all Objections and to have accepted Seller's title to the Property. If there remain at Closing any Objections that Buyer included in Buyer's Objections Notice for which Seller affirmatively agreed to seek to remove, correct, and/or satisfy in Seller's Objections Response, then Buyer may elect to: (1) consummate the transaction contemplated hereby without regard to such Objections (in which event, the Purchase Price shall not be adjusted because of such Objections) or (2) terminate this Agreement at Closing (in which case the Earnest Money shall be refunded promptly to Buyer).

**7.2. Inspection of the Property.** Buyer may during the Inspection Period determine whether the Property is suitable for Buyer's intended development and/or use thereof. Subject to the limitations set forth in this Section and the requirements set forth in Section 7.3 below, Buyer, its agents, employees, and contractors, may access the Property for the purpose of making inspections, surveys, soil and drainage tests, and generally collecting information deemed necessary by Buyer to make its determination as to the suitability of the Property for Buyer's intended development and/or use, all at Buyer's sole cost and expense. Within five (5) business days after the Effective Date, Seller shall deliver copies of the following documents to Buyer (but only if such documents exist, are currently in Seller's possession and readily accessible, and relate to the Property): title insurance policy, survey, environmental reports, and building condition reports. If Buyer desires to enter upon the Property (or have a representative of or consultant for Buyer enter upon the Property), Buyer shall give Seller five (5) business days' prior notice of the time of such proposed entry and Seller (or its representative) is entitled to be present during such entry. Buyer shall furnish Seller a copy of any "Phase I" or other report concerning the Property obtained by Buyer during the course of its due diligence efforts. In addition, Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, geotechnical borings, etc.) without the prior written consent of Seller (which consent may be withheld in Seller's sole discretion without considering the interests of Buyer). In connection with any such request for consent, Buyer shall furnish to Seller a detailed description of the contemplated testing or sampling work, including a site map indicating the location of the proposed testing or sampling. The parties shall, prior to any invasive environmental/hazardous substance testing, enter into a separate access agreement governing such invasive testing. Buyer shall conduct such testing/sampling in such a way as to minimize interference with the business operations of Seller

and other occupants, if any, at the Property. Buyer shall furnish to Seller copies of all invasive testing/sampling reports and shall keep such reports confidential unless disclosure is required by applicable law. Notwithstanding anything set forth in this Section to the contrary, if Seller is still open for business at the Property Buyer may not access the vault, safe deposit area, behind the teller counter, or any other secured area of the Property without the prior written consent of Seller and in the company of a Seller representative (which consent may be withheld in Seller's sole discretion without considering the interests of Buyer or any third-party). If Buyer delivers written notice to Seller on or before 5:00 p.m. on the last day of the Inspection Period (the "**Inspection Period Deadline**") that the Property is not suitable for Buyer's intended development and/or use thereof, then the Earnest Money will be returned promptly to Buyer and this Agreement is deemed terminated. If Buyer does not deliver such written notice prior to the Inspection Period Deadline, or if Buyer notifies Seller prior to the Inspection Period Deadline that the Property is suitable for Buyer's intended development and/or use, then this Agreement continues to be effective and binding upon the parties, the conditions set forth in this Section 7.2 are be deemed to have been satisfied, and the Earnest Money is non-refundable to Buyer (except in the event of Seller's default hereunder (but such Earnest Money shall be applied against the Purchase Price)).

**7.3. Insurance Requirements.** Prior to entering the Property, Buyer shall deliver to Seller a certificate of insurance from Buyer (and from any contractor of Buyer entering the Property) naming Seller as an additional insured and evidencing not less than the following insurance coverage: (i) Commercial General Liability insurance with limits of liability not less than \$3,000,000 per occurrence; (ii) Commercial Auto Liability insurance with combined single limits of liability not less than \$1,000,000; and (iii) Workers' Compensation insurance in accordance with applicable statutory requirements.

**7.4. Indemnity.** Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer or its agents, employees, and contractors entering upon the Property prior to Closing **INCLUDING, WITHOUT LIMITATION, WHETHER ARISING WHOLLY OR IN PART FROM THE NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AGENTS, EMPLOYEES, OR CONTRACTORS.** The foregoing indemnification obligations of Buyer survive the expiration or earlier termination of this Agreement as well as Closing.

**8. Risk of Condemnation or Casualty Pending Closing.** All risk of loss to the Property remains upon Seller until the conclusion of the Closing. If, prior to Closing, either (a) condemnation or eminent domain proceedings are commenced by any public authority against the Property, or any part thereof; or (b) the Property, or any part thereof, is damaged materially by fire or other casualty, then, in either such event, Seller shall give Buyer prompt written notice thereof. After Buyer's receipt of such notice, Buyer may: (i) accept the Property and proceed to Closing subject to the proceedings or casualty (as applicable), whereupon any awards or insurance proceeds (as applicable) will be paid to Buyer, and Seller hereby assigns to Buyer all of Seller's right, title, and interest in and to any such awards or insurance proceeds (as applicable) or (ii) terminate this Agreement, whereupon the parties have no rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. If Buyer does not make the foregoing election prior to the earlier of (A) five (5) business days after receipt of Seller's notice or (B) the Closing Date, then Buyer is deemed to have elected option (i) set forth above.

**9. Condition of Property.** Buyer has the right and has ample opportunity to fully inspect the Property and if Buyer proceeds with the Closing Buyer purchases the Property wholly in "**AS IS**", "**WHERE IS**" condition, with all faults, and without warranty or representation by Seller whatsoever, express, implied, or statutory, pertaining to the Property including the condition thereof or the suitability or fitness thereof for any particular use or purpose, the merchantability thereof or of any improvement thereon,

the value or dimensions thereof, or any other matter with respect to the Property or the improvements thereon. Notwithstanding anything set forth herein to the contrary, to the extent Seller has not already done so, Seller may, prior to the Closing Date, remove from the Property all signs, signage structures, and signage panels; telephone equipment; security systems and equipment (including alarms and cameras); and all equipment and furnishings related to banking and financial services (including safe deposit boxes, automated teller machines, night deposit boxes, pneumatic tube systems, under counter steel, etc.). In addition, and notwithstanding anything set forth in this Agreement to the contrary, in no event shall any ATM (including any currency, checks, stamps, transaction records, or other contents located therein) or any proprietary or confidential items (e.g., signage, file cabinets, desks, disks, computers, hard drives, artwork, etc.) (collectively, “**Banking Equipment**”) be transferred to Buyer at Closing and all such Banking Equipment shall remain the property of Seller. If any Banking Equipment remains on the Property after Closing, Buyer shall notify Seller thereof and Seller shall have a period of not less than thirty (30) days after receipt of such notice to remove such Banking Equipment from the Property.

## **10. Closing.**

**10.1. Closing Date.** The Closing (the “**Closing**”) of the acquisition will occur, if at all, at the offices of Buyer’s attorney or at another place mutually agreed upon by the parties hereto (e.g., at the offices of the Escrow Agent). The date of Closing is the Closing Date set forth in the Key Provisions Summary.

**10.2. Possession.** Unless otherwise agreed, Seller shall deliver possession of the Property at Closing.

**10.3. Closing Documents.** Seller shall execute and deliver at Closing Seller’s deed, a customary owner’s affidavit with respect to the Property, and an affidavit evidencing Seller’s non-foreign status for federal tax purposes. At or prior to Closing, each party shall deliver to the other party documents reasonably required by the other party to establish the authority of such party to enter into and close the transactions contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including, without limitation, a closing statement and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

## **11. Breach, Termination, and Expiration.**

**11.1. Breach by Buyer.** Notwithstanding anything to the contrary contained herein, if Buyer fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Seller, then the Earnest Money will be promptly paid over to Seller as full liquidated damages for Buyer’s failure or refusal to close in accordance with the terms of this Agreement, or for Buyer’s other breach, as the case may be. The parties acknowledge the difficulty of ascertaining Seller’s damages in such a circumstance and agree that the amount of the Earnest Money represents a reasonable and mutual attempt by Buyer and Seller to anticipate the consequence to Seller of Buyer’s breach. Upon the implementation of this Section 11.1, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and neither party has any other remedy (e.g., specific performance or damages other than liquidated damages as provided in this Section 11.1) for Buyer’s failure or refusal to close, or for Buyer’s other breach of this Agreement, as the case may be

**11.2. Breach by Seller.** Notwithstanding anything to the contrary contained herein, if Seller fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Buyer, then

the Earnest Money, plus an amount equal to the amount of the Earnest Money (collectively, “**Seller’s Default Payment**”), will be promptly paid to Buyer as full liquidated damages for Seller’s failure or refusal to close in accordance with the terms of this Agreement or for Seller’s other breach, as the case may be. The parties acknowledge the difficulty of ascertaining Buyer’s damages in such a circumstance and agree that the amount of Seller’s Default Payment represents a reasonable and mutual attempt by Seller and Buyer to anticipate the consequence to Buyer of Seller’s breach. Upon the implementation of this Section 11.2, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and neither party has any other remedy (e.g., specific performance or damages other than liquidated damages as provided in this Section 11.2) for Seller’s failure or refusal to close, or for Seller’s other breach, as the case may be.

**12. Cancellation of Record of Buyer’s Rights.** If this Agreement expires or is terminated prior to Closing, Buyer’s rights and interests in and to the Property are deemed void; provided, however, that Buyer shall, upon request of Seller, execute and deliver to Seller a quit-claim deed releasing the Property from any right or interest of Buyer.

**13. Confidentiality.** Except as otherwise provided for by law, all documents, records, and materials provided to or made available to Buyer hereunder (collectively, the “**Due Diligence Documents**”) are confidential and Buyer shall not distribute or disclose them to any person or entity other than to (i) Buyer’s directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Buyer in connection with this Agreement that need to know such information for the purpose of consummating Closing. If the transaction evidenced hereby fails to close, Buyer shall return to Seller all copies of the Due Diligence Documents that Seller or its agents delivered to Buyer. **THE FURNISHING OF ANY MATERIALS, DOCUMENTS, REPORTS, OR AGREEMENTS DESCRIBED ABOVE IS NOT TO BE INTERPRETED IN ANY MANNER AS A REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND BY SELLER OR ANY SHAREHOLDER, PARTNER, AGENT, OFFICER, DIRECTOR, OR EMPLOYEE OF SELLER OR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING.** The confidentiality obligations of Buyer survive the expiration or earlier termination of this Agreement.

**14. Assignment.** Buyer shall not assign Buyer’s rights under this Agreement without Seller’s prior written consent, which may be withheld by Seller in its sole and absolute discretion (it being understood that Seller is entering into this transaction in part because of Buyer’s and/or Buyer’s principals’ specific experience and creditworthiness). Buyer may, however, upon prior written notice to Seller, which notice must be received by Seller at least five (5) business days prior to Closing, assign this Agreement to an entity that controls, is controlled by, or is under common control with Buyer if the assignee expressly assumes all of Buyer’s obligations hereunder. Such notice must contain the assignee’s full legal name, social security number or TIN (as applicable), full address, and any other information reasonably requested by Seller. Buyer shall not be released from its obligations herein in the event of any such assignment.

**15. Notices.**

**15.1. Written Notice; Delivery Methods.** Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a “**Notice**” (but sometimes “**notice**”)) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party’s attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a party’s email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).



**15.2. Addresses.** Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 15.

**15.3. Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if (i) the party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee’s email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the party sending the Notice also must send, unless such requirement is waived in a return email from the receiving party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

**15.4. Delivery Time of Notice.** Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

**16. Broker(s).** Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Agreement other than the Broker(s) and that it knows of no real estate broker or agent entitled to any commission or finder’s fee in connection with this Agreement other than the Broker(s). Seller shall pay to the Broker(s) a commission fee pursuant to a separate written agreement with the Broker(s). Each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys’ fees and costs) with respect to any leasing commission, finder’s fee, or equivalent compensation alleged to be owing on account of the indemnifying party’s dealings with any real estate broker, agent, or finder. The provisions of this Section 16 survive Closing or the earlier termination of this Agreement.

**17. Additional Terms.**

**17.1. Successors or Assigns.** The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives, and permitted successors and assigns, if any.

**17.2. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 17.2, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

**17.3. Waiver.** The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

**17.4. Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

**17.5. Headings & Interpretation.** The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. Whenever used in this Agreement: (i) the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Agreement.

**17.6. Choice of Law.** The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

**17.7. Authority to Execute.** Each party represents to the other party that this Agreement: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such party; and (iii) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement. In addition, Seller represents to Buyer that Seller has the full right, power, and authority to enter into this Agreement without the necessity of obtaining any third party approval (other than those already obtained by Seller) and that the terms of this Agreement do not violate any agreement, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

**17.8. No Construction Against Drafting Party.** Seller and Buyer acknowledge that each of them and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either party merely because such party prepared or drafted this Agreement or any particular provision thereof.

**17.9. Counterparts & Digital Signatures.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart. This Agreement is valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies) In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**17.10. Damages.** Notwithstanding anything set forth in this Agreement to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

**17.11. Time of the Essence.** Time is of the essence in this Agreement.

**17.12. Business Days. “Business Day”** (or “**business day**”) means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Property is located (“**Bank Holiday**”). To compute a time period under this Agreement when the period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and Bank Holidays; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or Bank Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Bank Holiday.

**17.13. Attorneys’ Fees.** In the event of any litigation related to this Agreement, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the “**Receiving Party**”) against the other party (the “**Paying Party**”) in such litigation, the Paying Party will pay upon demand all of the Receiving Party’s costs, charges, and expenses (including reasonable attorneys’ fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, or expenses.

**17.14. Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

**17.15. Effective Date.** If Buyer or Seller signs this Agreement but fails to date its signature then the date that the second party to sign receives the other party’s undated signature will be deemed to be the date of the undated signature and the second party to sign may inscribe such date as the date associated with the undated signature; provided, however, that if only one of Buyer or Seller dates its signature below, then such date is deemed to be the Effective Date of this Agreement.

**17.16. Anti-Money Laundering, Sanctions, and Anti-Corruption.**

**17.16.1. “AML Laws”** means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. “**Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. “**Sanctions**” means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control. Each party represents to the other party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Agreement to a target of Sanctions. At all times during the term of this Agreement each party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating party to transact business under the Agreement with the violating party. If a violation occurs that results in it being unlawful for the non-violating party to transact business under the Agreement with the violating party, the non-violating party may suspend, upon written notice thereof to the violating party, any monetary obligations under the Agreement until such time as the violating party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating party may terminate the Agreement upon prior written notice thereof to the violating party.

**17.16.2. “Sanctions Info”** means (i) full legal name, (ii) TIN/SSN for an entity or individual, as applicable, that is a party to the Agreement, and (iii) full current business street address. **“Entity Signatory”** (collectively, **“Entity Signatories”**) means an entity that executes this Agreement directly or indirectly for an entity party. Buyer shall, prior to execution of this Agreement, deliver to Seller a notice setting forth Sanctions Info for all entities and individuals that are a party to the Agreement and for all Entity Signatories (e.g., if the entity executing this Agreement is John Smith LLC (the entity party) by Peter Jones LLC, its sole manager (the Entity Signatory), by Jack Miller, its sole manager, then the notice must include Sanctions Info for John Smith LLC and for Peter Jones LLC, but not for Jack Miller). Thereafter, each party shall, within five (5) business days after receipt of written notice thereof from the other party, deliver to the requesting party a notice setting forth the Sanctions Info (see example above) for all entities and individuals that are a party to the Agreement and for all Entity Signatories.

**18. Tax-Free Exchange.** Each party has informed the other that it may desire to have this transaction constitute a tax-free exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees to cooperate with the other party to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay Closing under this Agreement, (b) the non-exchanging party does not incur any additional liability or expense (other than nominal legal fees for reviewing any exchange documentation) as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. In particular, Buyer may, upon at least five (5) business days’ prior written notice thereof to Seller, assign its rights under this Agreement prior to Closing to a “Qualified Intermediary,” as that term is defined in applicable Treasury Regulations.

**19. Offer and Acceptance; Binding Effect.** This Agreement, as executed by the first party to execute this Agreement (the **“Offeror”**), constitutes an offer to the other party to execute this Agreement (the **“Offeree”**). **“First Party Signature Date”** means the date the Offeror signs this Agreement as shown on the signature page(s) attached hereto. The Offeree may accept the offer, if at all, by delivering to the Offeror one (1) fully executed original or counterpart of this Agreement on or before 5:00 p.m. on the Acceptance Date. Notwithstanding the notice provisions of this Agreement, acceptance of the offer will be effective only upon the actual receipt by the Offeror of the above executed original or counterpart. The above offer, if not timely accepted as provided above, is void as of the date and time set forth above.

**20. Merger/Prior Agreements.** **THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES’ AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.**

**21. Waiver of Jury Trial.** **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER**

**SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.**

[Remainder of Page Left Blank Intentionally –  
Signatures on Following Page(s)]

The parties hereby execute this Agreement as of the dates set forth below.

Seller:

**WELLS FARGO BANK, N.A.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Buyer:

**CITY OF SHEBOYGAN**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Escrow Agent:

<ESCROW AGENT NAME>

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**

LEGAL DESCRIPTION

Parcel #: 59281110440

Abbreviated Legal Description:

ORIGINAL PLAT LOT 2 CSM REC IN VOL 20 P 183 AS DOC #1726875 ROD

Parcel #: 59281111451

Abbreviated Legal Description:

ELLIS ADDN N 20' OF LOT 133 & ALL OF LOT 134, ALL OF LOTS 144, 145, THE E ½ OF LOT 146  
& W ½ OF N 70' OF LOT 146 ALSO THE N 70' OF LOT 147

**EXHIBIT B**

**SITE PLAN OR SURVEY**

Parcel #: 59281110440



Parcel #: 5928111451

