



TWENTY-FIFTH REGULAR COMMON COUNCIL MEETING AGENDA

April 06, 2022 at 6:00 PM

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

"Success without integrity is failure" Anonymous

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

Notice of the 25th Regular Meeting of the 2021-2022 Common Council at 6:00 PM, WEDNESDAY, April 6, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

- 1. Roll Call-**
Aldersperson Felde may attend remotely
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**
Twenty-Fourth Regular Council Meeting held on March 21, 2022
- 4. Confirmation of Mayoral Appointment -**
Libby Olbrantz to the Mayor's International Committee
- 5. Presentation-**
Business Improvement District (BID) by Paul Rudnick, BID President and Heather Cleveland, BID Consultant
- 6. Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
- 7. Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

- 8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- 9.** R. C. No. 264-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 136-21-22 by City Clerk submitting various license applications; recommends granting the applications.

- [10.](#) R. C. No. 261-21-22 by Finance and Personnel Committee to whom was referred Res. No. 170-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12; recommends adopting the Resolution.
- [11.](#) R. C. No. 262-21-22 by Finance and Personnel Committee to whom was referred Res. No. 171-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes; recommends adopting the Resolution.

REPORT OF OFFICERS

- [12.](#) R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [13.](#) R. O. No. 138-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [14.](#) Res. No. 173-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [15.](#) Res. No. 174-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- [16.](#) R. C. No. 263-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 172-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253; recommends to adopt the Resolution.

GENERAL ORDINANCES

- [17.](#) Gen. Ord. No. 41-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the southwest corner of Spring Avenue and South 7th Street. REFER TO PUBLIC WORKS COMMITTEE
- [18.](#) Gen. Ord. No. 42-21-22 by Alderpersons Dekker and Perrella repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

- [19.](#) Res. No. 169-21-22 by Alderperson Dekker officially recognizing the James Madison Neighborhood Association.

OTHER MATTERS AUTHORIZED BY LAW

- [20.](#) R. O. No. 139-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

21. Motion to Adjourn

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

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

CITY OF SHEBOYGAN
TWENTY-FOURTH REGULAR COMMON COUNCIL MEETING
MINUTES

Monday, March 21, 2022

OPENING OF MEETING

1. Roll Call

Alders present: Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton - 9.

Alder absent and excused: Ackley – 1.

2. Pledge of Allegiance

3. Approval of Minutes

MOTION TO APPROVE MINUTES FROM MARCH 7, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

4. Public Forum

No one spoke.

5. Mayor's Appointment -

Libby Olbrantz to the Mayor's International Committee – Lays over.

6. Resignation -

Jeanne Bogardus from the Senior Activity Center Commission

MOTION TO ACCEPT AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

7. Confirmation of Mayoral Appointments -

Karen Kober to the Senior Activity Center Commission

MOTION TO CONFIRM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

9. Hearing No. 13-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

10. Hearing No. 14-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

11. Hearing No. 15-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

12. Hearing No. 16-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

14. R. C. No. 237-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 113-21-22 by City Clerk submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct by City employees; recommends filing the notice of claim.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

15. R. C. No. 242-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 130-21-22 by City Clerk submitting the annual report showing the activity of the Police Department for the period commencing January 1, 2021 and ending December 31, 2021; recommends filing the report.

MOTION TO RECEIVE THE R. C AND FILE THE REPORT

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

16. R. C. No. 241-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 131-21-22 by City Clerk submitting the annual report for the City of Sheboygan Fire Department for the year 2021; recommends filing the report.

MOTION TO RECEIVE THE R. C AND FILE THE REPORT

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

17. R. C. No. 245-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 132-21-22 submitting a license application; recommends granting the license.

MOTION TO RECEIVE THE R. C AND GRANT THE LICENSE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

18. R. C. No. 239-21-22 by Public Works Committee to whom was referred Res. No. 147-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

19. R. C. No. 260-21-22 by Finance and Personnel Committee to whom was referred Res. No. 148-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

20. R. C. No. 246-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 150-21-22 by Alderpersons Laster and Salazar establishing the Mayor's Youth Advisory Council (MYAC); recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

21. R. C. No. 238-21-22 by Public Works Committee to whom was referred Res. No. 151-21-22 by Alderpersons Walton and Felde reorganizing and reestablishing a Sustainable Sheboygan Task Force; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

22. R. C. No. 243-21-22 by Public Works Committee to whom was referred Res. No. 152-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

23. R. C. No. 258-21-22 by Finance and Personnel Committee to whom was referred Res. No. 154-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

24. R. C. No. 257-21-22 by Finance and Personnel Committee to whom was referred Res. No. 155-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

25. R. C. No. 256-21-22 by Finance and Personnel Committee to whom was referred Res. No. 156-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

26. R. C. No. 255-21-22 by Finance and Personnel Committee to whom was referred Res. No. 157-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

27. R. C. No. 254-21-22 by Finance and Personnel Committee to whom was referred Res. No. 158-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

28. R. C. No. 253-21-22 by Finance and Personnel Committee to whom was referred Res. No. 159-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental

Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

29. R. C. No. 252-21-22 by Finance and Personnel Committee to whom was referred Res. No. 160-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

30. R. C. No. 251-21-22 by Finance and Personnel Committee to whom was referred Res. No. 161-21-22 by Alderpersons Mitchell and Filicky-Peneski to whom was referred confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

31. R. C. No. 250-21-22 by Finance and Personnel Committee to whom was referred Res. No. 162-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

32. R. C. No. 249-21-22 by Finance and Personnel Committee to whom was referred Res. No. 163-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

33. R. C. No. 248-21-22 by Finance and Personnel Committee to whom was referred Res. No. 164-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

34. R. C. No. 240-21-22 by Public Works Committee to whom was referred Res. No. 165-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

35. R. C. No. 247-21-22 by Finance and Personnel Committee to whom was referred Res. No. 166-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

REPORT OF OFFICERS

36. R. O. No. 134-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 39-21-22 by Alderperson Perrella and R. O. No. 128-21-22 by City Clerk granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 15, 2022, and after due consideration, recommends filing the R. O. and adopting the General Ordinance.

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

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

37. R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works. REFER TO FINANCE AND PERSONNEL COMMITTEE

38. R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

39. Res. No. 169-21-22 by Alderperson Dekker officially recognizing the James Madison Neighborhood Association. LAYS OVER
40. Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE
41. Res. No. 170-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

42. R. C. No. 259-21-22 by Finance and Personnel Committee to whom was referred Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski awarding the sale of \$2,215,000 General Obligation Promissory Notes, Series 2022A; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

BEFORE ACTION WAS TAKEN, MOTION TO AMEND THE RESOLUTION TO (1) decrease the amount of the bonds to be issued from \$2,215,000 to \$2,195,000, which includes updating the amount identified in the Resolution title, Section 1A, and Section 2, and (2) to incorporate the exhibits provided by Wisconsin Public Finance Professionals based on the bids received today.

Motion by Mitchell, Seconded by Filicky-Peneski.

Finance Director, Kaitlyn Krueger stated that point (2) should indicate "Ehlers" instead of "Wisconsin Public Finance Professionals". There was a friendly amendment to replace "Wisconsin Public Finance Professionals" with "Ehlers" made by Mitchell and Perrella.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

ON MOTION TO ADOPT THE RESOLUTION AS AMENDED,

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

43. R. C. No. 244-21-22 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 167-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

GENERAL ORDINANCES

OTHER MATTERS AUTHORIZED BY LAW

44. R. O. No. 136-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
45. Res. No. 171-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes. REFER TO FINANCE AND PERSONNEL COMMITTEE

ADJOURN MEETING

46. Motion to Adjourn

MOTION TO ADJOURN AT 6:26 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 9.

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*



March 16, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Libby Olbrantz to be considered for appointment to the Mayor's International Committee to fill a vacancy with the term expiring on 04/18/2022.



RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

VI

R. C. No. 264 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
April 6, 2022.

Your Committee to whom was referred R. O. No. 136-21-22 by City Clerk submitting various license applications; recommends granting the license applications.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

Item 9.

R. O. No. 136 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2023)

No. Name

Address

1936 Black Pig

821 N. 8th Street

3479 Stefano's Slo Food Market

731 Pennsylvania Avenue

1412 Trattoria Stefano

522 S. 8th Street

1926 Il Ritrovo

515 S. 8th Street

CHANGE OF PREMISE

No. Name

Address

3479 Stefano's Slo Food Market

731 Pennsylvania Avenue - Current
Premise to include sidewalk café.

R. C. No. 261 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 6, 2022.

Your Committee to whom was referred Res. No. 170-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 170 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12.

WHEREAS, as an issuer of municipal securities, the City is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule; and

WHEREAS, the City has hired Quarles & Brady as its disclosure counsel, but needs to also assign a Dissemination Agent to help prepare and file disclosure reports within required time frames. Quarles & Brady has indicated that it has and can work with Ehlers on our behalf in this role.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the Master Continuing Disclosure Services Agreement, a copy of which is attached hereto and incorporated herein.

FAP
Barbara Felde
R. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

March 1, 2022

MASTER CONTINUING DISCLOSURE SERVICES
AGREEMENT FOR:

City of Sheboygan, Wisconsin



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.



March 1, 2022

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

**Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer
Continuing Disclosure Required Under Securities and Exchange Commission
(SEC) Rule 15c2-12 (the “Rule”)**

As an issuer of municipal securities, the City (“Issuer”) is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU’s that vary significantly from one CDU to another. Ehlers & Associates, Inc. (“Ehlers”) can help you comply with all CDU obligations as Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement (“Letter”) is being presented to memorialize and clarify the terms of the Issuer’s engagement of Ehlers as the Issuer’s Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A (“Services”). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the “Initial Term”). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an “Additional Term”). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the “Term”.

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer’s reporting requirements under each respective CDU, and within the applicable timeframe(s) (“Disclosure Information”). With respect to Issuer’s obligation to report the occurrence of any event for which a material event notice (“Event Notice”) is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer’s receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is not disseminated to the

appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

This Letter covers the Issuer's current outstanding securities. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

Phil Cosson
Senior Municipal Advisor

City of Sheboygan, WI
Master Continuing Services Agreement

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: _____ Title: _____

Name: _____ Date: _____

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By: _____ Title: _____

Name: _____ Date: _____

Appendix A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

Description of Fees

Full Disclosure Services fees shall be assessed as follows:

| Number of Issuer Continuing Disclosure Undertakings | Annual Fee |
|---|------------|
| One (1) to three (3) CDU's | \$2,800 |
| Four (4) to six (6) CDU's | \$3,300 |
| Seven (7) or more CDU's | \$3,800 |

Plus, any out-of-pocket expenses.

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

Limited Disclosure Services

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquiries and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750.

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

Appendix B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material
- Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

VIII

R. C. No. 262 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 6, 2022.

Your Committee to whom was referred Res. No. 171-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

Item 11.

Res. No. 171 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 21, 2022.

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

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

FAP



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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

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

March 21, 2022

VIA EMAIL

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

**Re: Scope of Engagement Re: Disclosure Counsel – City of Sheboygan
\$2,215,000 General Obligation Promissory Notes, Series 2022A (the "Notes")**

Dear Meredith:

As you know, we are working with the City of Sheboygan (the "City") as its bond counsel in connection with the issuance of the Notes. We have provided the City with an engagement letter ("Bond Counsel Scope of Engagement Letter") detailing our role and responsibilities as bond counsel and related matters with respect to the Notes.

We are pleased that we are also serving as the City's disclosure counsel in connection with the Notes. Thank you for your confidence in us. This engagement letter describes the scope of services we will provide as the City's disclosure counsel. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Scope of Services. This engagement to serve as the City's disclosure counsel will be a limited, special counsel engagement. The focus of this engagement will be to review the disclosure documents prepared in connection with the sale of the Notes, including the Preliminary Official Statement and Official Statement, or other, similar documents (collectively, the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. As set forth below in the terms of our engagement, we will not undertake an independent investigation to verify the accuracy or completeness of this information. Nor will we render any opinion or make any representation as to the suitability of the Notes for investment by any investor.

Ms. Meredith DeBruin
March 21, 2022
Page 2

In our capacity as the City's disclosure counsel:

- We will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years (although the City is ultimately responsible for this review and for such compliance); and discussing the City's Offering Document with the City and Ehlers and Associates, Inc., Waukesha, Wisconsin ("Ehlers"). As noted in the paragraph below, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document, beyond reviewing the materials provided to us or confirmed for us by the City. It is the City's responsibility to verify all such information.
- Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that, based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Notes contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

In providing this negative assurance letter, we will rely on certifications provided by the officers of the City and others furnished to us. As noted, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document. We expect to provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter. Our negative assurance letter is not a guarantee; although we expect our due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. In particular, ultimate responsibility for disclosing to potential purchasers of the Notes all City information material to their investment decision rests with the City.

Ms. Meredith DeBruin
March 21, 2022
Page 3

All matters other than those set forth above are outside the scope of our engagement as the City's disclosure counsel. Such matters include without limitation any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Notes other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor. Nor does this engagement entail any responsibility to advise or assist the City with respect to its ongoing obligation to comply with continued disclosure requirements, if applicable.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Notes for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Notes, or any such related matters.

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

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

City Responsibilities. We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Ms. Meredith DeBruin
March 21, 2022
Page 4

Staffing. Alex Gore will handle day-to-day matters with respect to this engagement, with assistance from Jessica Kaye, a Paralegal in our Public Finance Group. We may call upon other lawyers in our Public Finance, Securities Law, or other firm practice groups as necessary. It is our mission to provide the highest quality legal services in an efficient, economical manner. As a result, we involve attorneys and staff at our firm with the experience appropriate to the task at hand. If you have any questions or comments about our services, staffing, billings or other aspects of our representation, please contact me. It is important to me and to Quarles & Brady LLP that the City finds satisfaction in our representation and our responsiveness at all times.

Fees and Expenses. Based on: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to this engagement; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$7,800. Our fees and expenses may vary: (a) if the principal amount of Notes actually issued differs significantly from our current understanding; (b) if material changes in the structure or contemplated schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require an increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our fee is usually paid at the Closing out of proceeds of the Notes by the purchaser of the Notes. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If, for any reason, the Bond financing is not consummated or is completed without the rendition of our opinion as disclosure counsel, we will expect to be compensated by the District at our normal hourly rates for time actually spent, plus out-of-pocket expenses.

Opinions and Beliefs. Since the outcome of financial transactions such as the issuance of the Notes is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the transactional process, it is understood that we have made no promises or guarantees to the City concerning the outcome of this or any other matter and cannot do so.

Other Matters. This letter is meant to supplement our Bond Counsel Engagement Letter. As such, we refer to that letter's statements regarding our firm's status as a limited liability partnership, conflicts, and related items, all of which are incorporated here and do not change by virtue of this expansion to our role.

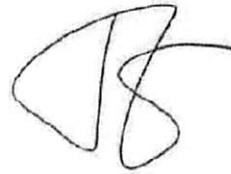
Other Matters. Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and 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.

Ms. Meredith DeBruin
 March 21, 2022
 Page 5

We ask that you acknowledge this letter by signing below and returning a copy to me. 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 pleased to have this opportunity to represent you and assure you that we will represent the City as diligently and economically as possible.

Very truly yours,

QUARLES & BRADY LLP



Jeffrey D. Peelen

JDP:jkent

cc: Mr. Todd Wolf (via email)
 Ms. Kaitlyn Krueger (via email)
 Ms. Melissa Clevenger (via email)
 Charles C. Adams, Esq. (via email)
 Rebecca A. Speckhard, Esq. (via email)
 Thomas Cameron, Esq. (via email)
 Alex Gore, Esq. (via email)
 Ms. Jessica Kaye (via email)
 Ms. Sue Porter (via email)

ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage you pursuant to the terms set forth in this letter.

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____

Title

Date: _____

R. O. No. 137 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a Petition for Hearing in the matter of Patrick A. Gillette
v Board of Police and Fire Commission.

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

IN RE:

PATRICK A. GILLETTE, PRO SE

915 North Avenue

Sheboygan, WI 53083

920-452-9914

Class Code: 30107

Personal Injury - Other

In excess of \$10,000

Petitioner

V

Filed:

Case No.

Jointly and severally,

Board of Police and Fire Commissioners
For the City of Sheboygan, WI:

ROBERT LETTRE, PRESIDENT

CITY OF SHEBOYGAN

BOARD OF POLICE AND FIRE COMMISSIONERS:

AND

GERALD JONES, MEMBER of the PFC:

JEANNE KLIEJUNAS, MEMBER of the PFC:

LARRY SAMET, MEMBER of the PFC:

ANDREW HOPP, MEMBER of the PFC:

AGENT ADDRESS: SHEBOYGAN CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

Respondent(S)

PETITION FOR HEARING PURSUANT TO
42 USC 1983

Jurisdiction, venue, and subject matter established: SS 801.04, SS 801.50, SS 893.80

Parties:

1. Plaintiff is a citizen of the United States of America, a resident of the City of Sheboygan, a resident of the County of Sheboygan, and resident therefore of the State of Wisconsin. Plaintiff resides at 915 North Avenue, Sheboygan, Wisconsin, 53083
2. Defendants (Respondents) are all members of the City of Sheboygan Board of Police and Fire Commissioners. The Agent Address of the PFC Board, and all members thereof, is City Hall, 828 Center Avenue, Sheboygan, Wisconsin 53081
 - a. Board of Police and Fire Commissioners
 - b. Robert Lettre, president of the PFC Board
 - c. Gerald Jones, Member of the PFC Board
 - d. Jeanne Kliejunas, Member of the PFC Board
 - e. Larry Samet, Member of the PFC Board
 - f. Andrew Hopp, Member of the PFC Board
1. The Plaintiff proceeds as Pro Se, and petitions the Court for relief under “In Forma Pauperis” and Constitutional protections regarding his right to due process and equal protection. Plaintiff reserves all Rights without prejudice.
2. Circuit Court form CV-410A has been submitted along with this petition.

A-1. Whereas the Respondents owed a duty to the Plaintiff under the United States Constitution, the Constitution of the State of Wisconsin, and under Wisconsin Statute SS 62.13 and 62.13(5), Wisconsin Statutes Chapter 68, and under Wisconsin Statutes Chapter 227, and under the Municipal Code of the City of Sheboygan.

A-2. Whereas the Respondents breached that duty owed to Plaintiff by neglecting to perform, or performing in excess of authority or jurisdiction, their responsibilities under the contract of the United States Constitution, the contract of the Constitution of the State of Wisconsin, and lawful and legal statutory and municipal ordinance requirements thereof.

A-3. Whereas the Respondents, acting under color of law in their official capacities, conspired to use disinformation and malfeasance, and acted autonomously, to obtain their means, causing great injury to the Plaintiff.

Statement of Claims:

(a) Defendant Robert Lettre:

Whereas On October 4, 2021, Plaintiff did file a written formal complaint, pursuant to SS 62.13(b), with the defendant.

Whereas the defendant acted under color of law.

Whereas the above defendant did not respond to his obligation under SS 62.13(d) within the legal and lawfully mandated period of time.

Whereas this defendant, along with the Board Member listed defendants:

1. Gerald Jones
2. Jeanne Kliejunas
3. Larry Samet
4. Andrew Hopp

All acted in concert to violate the federally guaranteed civil rights of the Plaintiff:

- (b) The Plaintiff therefore asserts that the defendants violated Plaintiff's federal and state civil rights to contract, US Constitution Article I Sec. 10 Clause 1, impairing the obligation of contract, the Wisconsin Constitution Article I Sec. 12 impairing the obligation of contracts.
- (c) The Plaintiff therefore asserts that the defendants violated the Plaintiff's federal and state right to petition the government, First Amendment to the US Constitution, the right of the people to petition the government for redress of grievances, the Wisconsin Constitution Article I Sec. 4 The right of the people to petition the government, or any department thereof, and the Wisconsin Constitution Article I Sec. 9 Every person is entitled to a certain remedy in the laws.
- (d) The Plaintiff asserts that the defendants, in all proceedings post filing of the Complaint, violated Plaintiff's federal rights of Liberty and Due Process as defined in the 5th and 14th Amendments to the US Constitution
- (e) Plaintiff asserts that All rights under WI Chapter 62.13 and Chapter 68, were denied to Plaintiff. All statutory remedies were exhausted. There is no other remedy available to Plaintiff but to petition for hearing under 42 USC 1983.
- (f) The evidence will show that defendants failed to respond to the Original Complaint of Plaintiff, under SS 6213(5), filed Oct 4, 2021) and have failed to respond to Motions of Discovery and Sequestration submitted to the Board,
- (g) The evidence will show that the defendants relied on bias, prejudice, and disinformation while acting under color of law
- (h) The evidence will show that the defendants' performance, or failure to perform, in accordance with the provisions of law, resulted in injury to the Plaintiff and to his rights to liberty, to contract, to petition the government, to due process, and any remedy afforded by statutory law.
- (i) The evidence will show that the defendants disinformation and failure to act violated both procedural and substantive due process rights of Plaintiff.

- (j) The evidence will show that the defendants' actions were purported to be actionable under Wis Stat 62.13 and specific to SS 62.13(5) and under the auspices of performing under that statute, did act under color of law, while doing so in violation of the law and therefore injuring the Plaintiff.
- (k) The evidence will show that the defendants' operating under color of law was not in accordance with the legislative intent of performance in compliance to matters of statewide concern pursuant to SS 62.13(12), therefore denying the Plaintiff's Rights of equal protection under the law.
- (l) The evidence will show that the defendants acted under color of law and acted outside the legal provisions of SS 62.13 and SS 62,13(12) regarding the legal and lawful enactment of the provisions of the City of Sheboygan Municipal Code.
- (m) The evidence will show that the defendants disinformed the general public and the Plaintiff that rules they operated under were promulgated and published in accordance with the requirements of Chapter 227 of the Wisconsin State Statutes.
- (n) The evidence will show that the defendants disinformed the Plaintiff that they complied with, and were all operating under the required oath of office, pursuant to the US Constitution Article I Sec VI, the Wisconsin Constitution Article IV Sec. 28, Wisconsin Statutes as defined in Chapters 19.01, and 62.09.
- (o) The evidence will show that the defendants disinformed the Plaintiff that they had not vacated their official appointments, pursuant to Wisconsin State Statute Chapter 17.03.
- (p) The evidence will show that the defendants were responsible for the knowledge of the law but placed their faith and confidence in the fact that the Plaintiff was Pro Se, 100 percent disabled, and believed to be incompetent in pursuing his legal and lawful Rights to pursue his claim and subsequent court proceedings.
- (q) The evidence will show that the defendants deferred their statutory requirements to illegal and unlawful and unauthorized legal representation, and disinformed the Plaintiff that the Sheboygan City Attorney had the authorization of the City Council, and was authorized to represent the Board in all their business, statutory obligations, and hearings.
- (r) The evidence will show that the defendants disinformed the Plaintiff that in having the City Attorney present at, and acting as counsel for the Board at their hearings would in-fact nullify the decisions of the Board.
- (s) The evidence will show that the defendants acted under color of law as a political operative of an elected City Official, and without the statutory authority of law.
- (t) The evidence will show that the defendants cooperatively violated Plaintiff's civil rights by total disregard, and with intent to deprive Plaintiff of his Rights, under the United States Constitution, the Wisconsin Constitution, the Statutory provisions thereof, as well as their total disregard for compliance with the Municipal Code for the City of Sheboygan.
- (u) The evidence will show that the defendants disinformed the Plaintiff on the presumption that they acted in an official capacity as a Board, and as individual members of said Board, of the Sheboygan Police and Fire Commission.

- (v) That in November, 2021, the Board held a public meeting, without the presence of the Plaintiff and the President of the Board, the Police Chief, and the unlawful legal representative of the board did publicly libel and cause slander to the Plaintiff
- (w) The evidence will show that the Respondents were not a legal and lawful Police and Fire Commission, adopted legally and lawfully by City Ordinance.
- (x) The evidence will show that the Respondents failed to take and file their oaths of office.
- (y) The evidence will show that, by law, the Respondents had vacated their appointments to the Board of Police and Fire Commissioners.
- (z) The evidence will show that the Respondents performed as the Board of Police and Fire Commission under the contrivance of their own rules.

The defendants acted in such an egregious, arbitrary, and capricious manner as to astound the imagination of any reasonable person.

A-4. This suit contends that the President of the Board of the Sheboygan Police and Fire Commission, and each of its respective members, violated the following Constitutional Rights of the Petitioner:

1. Plaintiff's Right to contract
2. Plaintiff's Right to petition
3. Plaintiff's Right to Liberty
4. Plaintiff's Right to certain remedies in the law
5. Plaintiff's Right to prosecute or defend his case in court
6. Plaintiff's Right to substantive and procedural due process
7. Plaintiff's Right to obtain judicial relief by imposing unjustified restrictions on his personal Rights, and doing so under the color of law.
8. Plaintiff's Right to file a complaint and appear before a legal and lawful tribunal as prescribed by SS 62.13(5)
9. Plaintiff's Right to privacy (Right not to be libeled or slandered)

Whereas the defendants all acted under color of law:

1. Acted without regard to Plaintiff's Constitutional Rights
2. Acted outside of the provisions of State Law
3. Acted outside the provisions of the Sheboygan Municipal Code
4. Acted without the provisions of the required oath of office
5. Acted after their appointments were vacated
6. Acted by promulgating rules outside of the provisions of law
7. Acted under the auspices of unauthorized legal representation

Whereas the defendants not only acted under the color of law pursuant to the provisions of 42 USC 1983:

1. The defendants violated 18 U.S.C Sec 241 and Sec 242 under the criminal sanctions for violating 42 U.S.C 1983.
2. The defendants violated Wisconsin criminal statute for Misconduct in Public Office, pursuant to SS 946.12 (1-3).

Whereas the defendants all acted with such intentional recklessness, deceit, malice, and contempt against the Plaintiff (and the public interest)

Whereas the defendants extreme conduct caused great harm and injury to the Plaintiff (and to the City of Sheboygan, and to the matters of Statewide concern)

The Plaintiff now comes before the court and pleads the court for relief and damages caused the Plaintiff by the defendants:

1. The Plaintiff petitions the court to take notice that the Sheboygan Police and Fire Commission did not, and does not, legally, and lawfully exist under the provisions of State law and the City of Sheboygan Municipal Code.
2. That the defendants did act as such Board, and members thereof, without any lawful provisions allowing them to do so
3. That the defendants did act under color of law
4. That the defendants violated the civil rights of the Plaintiff
5. That the defendants did libel and slander the Plaintiff

The Plaintiff respectfully petitions the court to award damages to the Plaintiff, as follows (and any other damages the court might find necessary to discourage the furtherance of this type of conduct from occurring again):

The Plaintiff respectfully requests the court to award the Plaintiff the following monetary relief:

Compensatory damages:

1. In the amount of \$500.00 for costs
2. Injurious compensatory damage: Damage to reputation and character, and personal humiliation, evidenced by defendants' predicate conduct and independent acts of the judicial process observed by others: Libel and slander; Loss of Liberty, the right to petition a lawful and constitutionally established government agency. The loss of Due Process. Amount sought is \$75,000.00
3. Any other costs the Court finds is compensable.


Punitive Damages: The defendants acted with recklessness, malice, and deceit. I respectfully petition the court to award punitive damages to deter defendants and others from acting in similar extreme conduct, as they acted in violation of Plaintiff's civil Rights, but to prevent further such actions, by the defendants and others, that damage the public goal of Legislative Intent of Statewide Concern. To serve a public concern Plaintiff respectfully request punitive costs in the amount of \$100,000.00.

The Plaintiff request a jury to hear this case.

I, Plaintiff in this matter, declare under penalty of perjury that the forgoing is true and correct to my knowledge.

I further declare that copies of this petition were delivered, separate copy for each, to the defendants in this matter, on March 30, 2022, to the Agent Address of each of the defendants: At the Office of City Clerk, City Hall 828 Center Avenue, Sheboygan, WI, 53081

Signed this 30th day of March 2022

Respectfully Submitted:  sig.

920-452-9914
patrickgillette@att.net
915 North Avenue
Sheboygan, WI 53083

R. O. No. 138 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue.

CITY CLERK

STATE OF WISCONSIN
TAX APPEALS COMMISSION

| | |
|--|--|
| GEORGIA-PACIFIC CORRUGATED, LLC, | DOCKET NO. 22-MP-121 |
| GEORGIA-PACIFIC CONSUMER PRODUCTS, LP, | DOCKET NO. 22-MP-122 |
| AND | |
| GEORGIA-PACIFIC CONSUMER OPERATIONS LLC, | DOCKET NOS. 22-MP-123, 22-MP-124, 22-MP-125, AND 22-MP-126 |

Petitioners,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters
as follows:

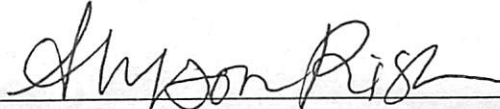
| | |
|-----------------------|----------------|
| Items Received: | Petitions |
| Date Received: | March 30, 2022 |
| By: | Hand Delivery |
| Filing Fees Received: | 6 \$25 |

The docket numbers shown above are assigned to these matters and should
be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notices of Determination.

Dated at Madison, Wisconsin, this 31st day of March, 2022.

WISCONSIN TAX APPEALS COMMISSION



Alyson Rish, Clerk
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Don M. Millis
Christopher Haltom w/enc.
Celestine Jeffreys w/enc.
Charlotte Nagel w/enc.
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE OF WISCONSIN

TAX APPEALS COMMISSION

Georgia-Pacific Corrugated LLC
Tax Dept.
P.O. Box 105681
Atlanta, GA 30348-5681

Petitioner,

vs.

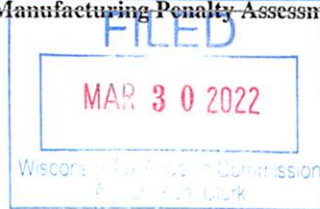
WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY

(Personal Property Assessment)

(Real Property Assessment) —

(Manufacturing Penalty Assessment)



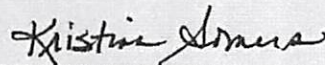
22-MP-121

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 2, 2022

| | | | | | | | | | |
|------------------------------------|---|----|--|----------------------|----------------------------------|--------------------|-----------------------|------------------------------------|--------------------------|
| 1. | Full name, address & telephone number of petitioner: Georgia-Pacific Corrugated LLC Attn: Sasha Oberbeck - Property Tax P.O. Box 105681 Atlanta, GA 30348-5681 | 2. | Computer nos. shown on Assessment notice: 81-59-281-P-000013314 | | | | | | |
| 3. | Address of personal property: 1927 Erie Avenue | 4. | Assessment date: 06/14/2021 | | | | | | |
| 5. | Value as determined by the State Board of Assessors: (Personal Property Assessment Only) | | | | | | | | |
| | <table border="1"> <tr> <td>Manufacturer's stock</td> <td>Furniture & fixtures \$78,600</td> </tr> <tr> <td>Boats & watercraft</td> <td>All others \$1,600</td> </tr> <tr> <td>Machinery & equipment \$471,900</td> <td>Total value \$552,100</td> </tr> </table> | | | Manufacturer's stock | Furniture & fixtures \$78,600 | Boats & watercraft | All others \$1,600 | Machinery & equipment \$471,900 | Total value \$552,100 |
| Manufacturer's stock | Furniture & fixtures \$78,600 | | | | | | | | |
| Boats & watercraft | All others \$1,600 | | | | | | | | |
| Machinery & equipment \$471,900 | Total value \$552,100 | | | | | | | | |
| 6. | Value as determined by the State Board of Assessors: (Real Property Assessment Only) | | | | | | | | |
| | <table border="1"> <tr> <td>Land</td> <td></td> </tr> <tr> <td>Improvement</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table> | | | Land | | Improvement | | Total | |
| Land | | | | | | | | | |
| Improvement | | | | | | | | | |
| Total | | | | | | | | | |
| 7. | Penalty amount: (Manufacturing Penalty Assessment Only) | | | | | | | | |
| | Date Wisconsin Standard Manufacturing Property Report Form was filed: | | | | | | | | |

COPY

| | | | | | | | | | | | | | | |
|-----------------------|--|---|----------------------|----------------------|--------------|----------|--------------------|------------|--|---------|-----------------------|-------------|-----------|-----------|
| 8. | On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies. The assessment includes exempt property and greatly inflates the value of the personal property in the owner's possession. | | | | | | | | | | | | | |
| 9. | Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only) | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Land</td> <td></td> </tr> <tr> <td>Improvements</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table> | | Land | | Improvements | | Total | | | | | | | |
| Land | | | | | | | | | | | | | | |
| Improvements | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | |
| 10. | Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only) | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Manufacturer's stock</td> <td style="width: 50%;">Furniture & fixtures</td> </tr> <tr> <td></td> <td>\$64,729</td> </tr> <tr> <td>Boats & watercraft</td> <td>All others</td> </tr> <tr> <td></td> <td>\$1,600</td> </tr> <tr> <td>Machinery & equipment</td> <td>Total value</td> </tr> <tr> <td>\$111,005</td> <td>\$177,334</td> </tr> </table> | | Manufacturer's stock | Furniture & fixtures | | \$64,729 | Boats & watercraft | All others | | \$1,600 | Machinery & equipment | Total value | \$111,005 | \$177,334 |
| Manufacturer's stock | Furniture & fixtures | | | | | | | | | | | | | |
| | \$64,729 | | | | | | | | | | | | | |
| Boats & watercraft | All others | | | | | | | | | | | | | |
| | \$1,600 | | | | | | | | | | | | | |
| Machinery & equipment | Total value | | | | | | | | | | | | | |
| \$111,005 | \$177,334 | | | | | | | | | | | | | |
| 11. | <p>Was subject property appraised within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes</p> <p>A. Date of appraisal:</p> <p>B. Appraised value:</p> <p>C. Name and address of appraiser:</p> <p>D. Will testimony concerning this appraisal be presented at the hearing?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>E. If so, will a copy of the appraisal be offered? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>F. Will comparable sales be offered as evidence at the hearing?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.</p> | | | | | | | | | | | | | |
| 12. | Name, address and telephone number of the petitioner's representative, if any: Don M. Millis, Kristina Somers, Sara R. Rapkin, Shawn E. Lovell, and Karla M. Nettleton Reinhart Boerner Van Deuren s.c. 22 E. Mifflin Street, Suite 700, Madison, WI 53703 | Signature of owner/representative:  | | | | | | | | | | | | |

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 28, 2022

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

Res. No. 173- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
April 6, 2022.

A RESOLUTION authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Sheboygan Southpoint Development, LLC, thereby authorizing the sale of the property and removing the contingency for Common Council approval found at lines 650-651 of the Vacant Land Offer to Purchase.

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** March 22, 2022 **[DATE] IS (AGENT OF BUYER)**
 2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** **[STRIKE THOSE NOT APPLICABLE]**
 3 The Buyer, _____
 4 offers to purchase the Property known as A portion of parcel 59281470996
 5 See Addendum A
 6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
 7 attach as an addendum per line 686] in the City of Sheboygan,
 8 County of Sheboygan Wisconsin, on the following terms:
 9 **[PURCHASE PRICE]** The purchase price is Three Hundred Sixty-Seven Thousand, Five Hundred
 10 Dollars (\$ 367,500.00).
 11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A
 13
 14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
 15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
 16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
 17 lines 12-13) and the following: N/A
 18
 19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
 20 **and will continue to be owned by the lessor.**
 21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
 22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
 24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
 25 and docks/piers on permanent foundations.
 26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
 27 **an addendum per line 686.**
 28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 29 on or before April 8, 2022.
 30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
 31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
 32 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 33 copies of the Offer.
 34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
 35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
 36 **[CLOSING]** This transaction is to be closed on within 30 days of waiving financial contingency.
 37
 38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
 39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
 40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
 41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
 42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
 43 **transfer instructions.**
 44 **[EARNEST MONEY]**
 45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.
 46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
 47 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically
 48 or personally delivered within 10 days ("5" if left blank) after acceptance.
 49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as title firm of
 50 Seller's choice) **[STRIKE THOSE NOT APPLICABLE]**
 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
 54 **disbursement agreement.**
 55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

80 _____. If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ N/A _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and **Property condition report, engineering reports and soil testing results to be provided**
99 **in 10 days of acceptance.**

100 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**
101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within **N/A** days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 150 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Spec warehouse / light industrial

252

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☒ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 ☒ **CHECK**
266 **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: construction of a warehouse / light industrial

274

275 ☒ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) ☒ **CHECK AND COMPLETE AS APPLICABLE**:

277 ☒ electricity at lot line _____; ☒ gas at lot line _____; ☒ sewer at lot line _____;

278 ☒ water at lot line _____; ☒ telephone at lot line _____; ☒ cable at lot line _____;

279 ☐ other: _____.

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

282 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) ~~(Seller)~~ ☒ **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☒ conditional use permit;
284 ☒ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 150 days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) ☒ **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 90 days ("30" if left blank) after acceptance, at ~~(Buyer's)~~ (Seller's) ☒ **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 14 acres, maximum of 16
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: N/A

293

294 ☒ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of suitable soil for construction determined by boring testing

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

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

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

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

This contingency shall be deemed satisfied unless Buyer, within 150 days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Conventional Loan [loan type or specific lender, if any] first mortgage loan commitment as described

below, within 150 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 6,365,000.00 for a term of not less than 5 years, amortized over not less than 20 years. Initial

monthly payments of principal and interest shall not exceed \$ 42,007.00. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.500 %.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

(1) signed by Buyer; or

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

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

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

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

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

~~N/A~~ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

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

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

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

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

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

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

~~(2) _____ [Specify documentation Buyer agrees to deliver to Seller].~~

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

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

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

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

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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A

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

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

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

506 ■ ~~GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
 507 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~
 508 ~~after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~
 509 ~~policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~
 510 ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-~~
 511 ~~544 523).~~

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 105 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are N/A

537 _____
 538 _____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
 562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
 563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
 565 **dimensions, if material.**

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
 585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

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

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is contingent upon Common Council approval
651 within 30 days of acceptance.

652
653 This Offer is contingent upon an executed TIF Developer's agreement between the City of
654 Sheboygan and the Buyer to be completed within 90 days of acceptance. Such an agreement
655 shall include 1) TIF incentive total of 20% of first year assessed value after completion,
656 2) Land grant equivalent to purchase of the land, less any municipal costs associated with
657 transaction inducing up-to \$5,000 in municipal legal fees, 3) remaining incentive provided
658 over 10 years in a pay-as-you-go format.

659
660 Seller shall not be required to provide any brokerage commission to NAI Pfefferle, Buyer
661 shall take full responsibility for any commission paid.

662
663 During the term of this contract the Buyer shall be allowed to place signage on the
664 property and market the property for tenants.

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Chad Pelishek

671 Name of Buyer's recipient for delivery, if any: Mark Schwe

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

673 Seller: () Buyer: ()

674 N/A (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 676 line 679 or 680.

677 N/A (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

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

682 Email Address for Seller: Chad.Pelishek@sheboyganwi.gov

683 Email Address for Buyer: markschwei@1call12build.com CC: Dane.Checolinski@NAIPfefferle.com

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

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

687 This Offer was drafted by [Licensee and Firm] Dane Checolinski, NAI Pfefferle

688 _____

689 (x) Mark C. Schwe 03/23/22

690 Buyer's Signature ▲ Print Name Here ▶

Mark C. Schwe -Manager

Date ▲

691 (x)

692 Buyer's Signature ▲ Print Name Here ▶

Date ▲

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

697 (x)

698 Seller's Signature ▲ Print Name Here ▶

~~Ryan Sorenson, Mayor~~

Todd Wolf, City Administrator 3/30/2022

Date ▲

699 (x)

700 Seller's Signature ▲ Print Name Here ▶

~~Meredith DeBruin, City Clerk~~

Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Dane Checolinski, NAI Pfefferle

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

703 This Offer is rejected

704 Seller Initials ▲ Date ▲

This Offer is countered [See attached counter]

Seller Initials ▲ Date ▲

ADDENDUM A TO WB-13 COMMERCIAL OFFER TO PURCHASE

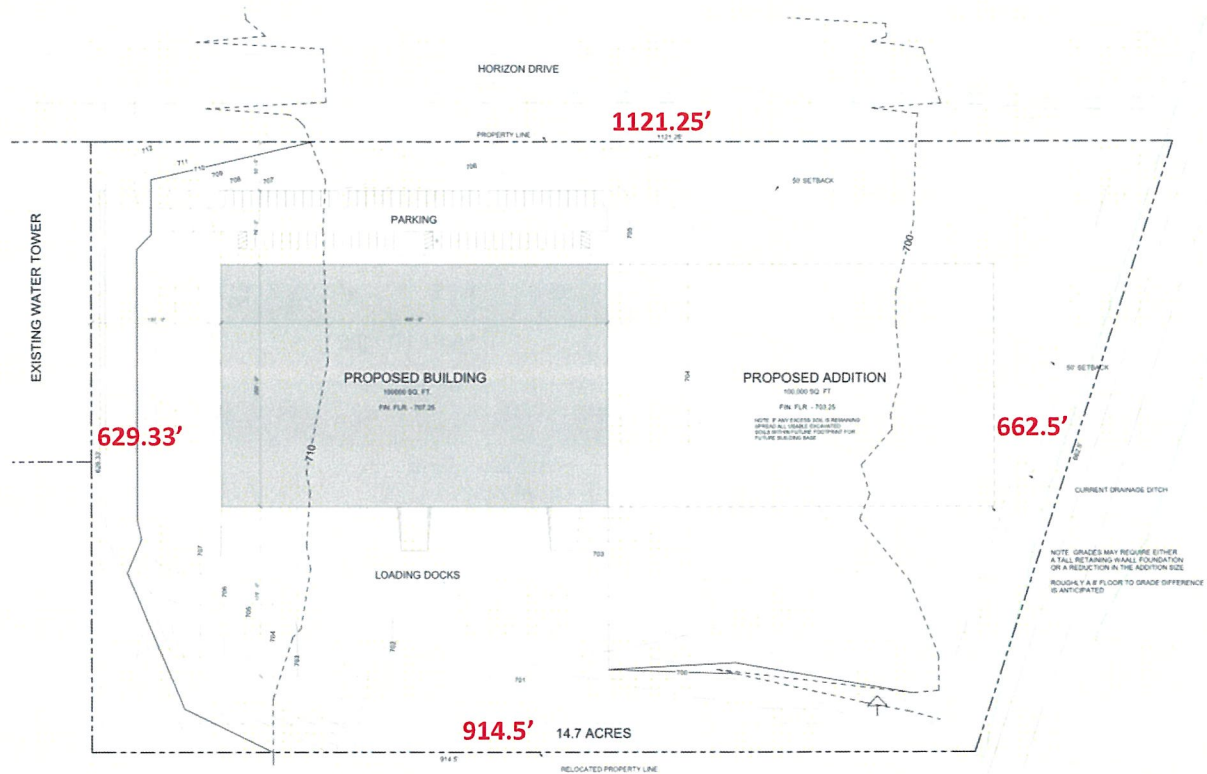
Dated: 22 March 2022

Seller: City of Sheboygan, WI

Buyer: Sheboygan Southpoint Development, LLC

Property: Portion of Parcel 59281470996

Line 4-5: The Property is identified as ~14.7 acre more or less comprised of Tax Parcel #59281470996 located in the City of Sheboygan, Sheboygan County, Wisconsin as shown below. Seller acknowledges that the boundary lines shown below (along with the acreage referenced in this Addendum) are preliminary. The Offer is for the NE corner of the parcel at the intersection of Horizon Dr. and S. Business Dr.



| Tax Year | Prop Type | Parcel Number | Municipality | Property Address | Billing Address |
|---|-------------|---------------|-------------------------|------------------|---|
| 2021 ▾ | Real Estate | 59281470996 | 281 - CITY OF SHEBOYGAN | | CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442 |
| Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current | | | | | |

Summary

| Property Summary | |
|------------------|---------------------|
| Parcel #: | 59281470996 |
| Alt. Parcel #: | |
| Parcel Status: | Current Description |
| Creation Date: | 8/28/2018 |
| Historical Date: | |
| Acres: | 44.160 |

| Property Addresses |
|----------------------------------|
| No Property Addresses were found |

| Owners | | | |
|-------------------|---------------|----------------|----------|
| Name | Status | Ownership Type | Interest |
| CITY OF SHEBOYGAN | CURRENT OWNER | | |

| Parent Parcels | |
|-----------------|---------------|
| Parcel Number ▲ | Creation Date |
| 59281470973 | 3/9/2017 |
| 59281470974 | 3/9/2017 |
| 59281470976 | 1/5/2018 |
| 59281470980 | 1/26/2018 |

| Child Parcels |
|-----------------------------|
| No Child Parcels were found |

| Abbreviated Legal Description |
|---|
| (See recorded documents for a complete legal description) |
| LOT 3 28CSM322-330 #2061658. |

| Public Land Survey - Property Descriptions | | | | | | | | | |
|--|-----------|------|-------|--------|---------|---------|------------------|--------|---------------|
| Primary | Section ▲ | Town | Range | Qtr 40 | Qtr 160 | Gov Lot | Block/Condo Bldg | Type # | Plat |
| <input checked="" type="checkbox"/> | 09 | 14 N | 23 E | | | | | | NOT AVAILABLE |

[END]

III
Res. No. 174- 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds.

WHEREAS, the Department of Public Works strives to equip the City of Sheboygan with modern traffic control equipment, so as to provide safe and efficient signalized intersections throughout the City of Sheboygan for vehicular and pedestrian traffic. This traffic control equipment will be used to improve traffic flow for the Taylor Drive corridor, STH 28 corridor and STH 23 corridor; and

WHEREAS, the Sheboygan Common Council, pursuant to Res. No. 166-18-19, Res. No. 167-18-19, and Res. No. 168-18-19, under authority granted under § 86.25 (2), Wis. Stats., entered into State/Municipal Agreements with the Wisconsin Department of Transportation for locally let Congestion Mitigation and Air Quality Improvement (CMAQ) Program dollars (Project ID 4650-02-00_71 for STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement, Project ID 4640-01-01_72 for STH 28/14th Street Traffic Flow Improvement, and Project ID 4291-00-01_71 for Taylor Drive Traffic Flow Improvement); and

WHEREAS, each of those three projects provided for the City of Sheboygan to provide funds to match or supplement federal or state aid for the improvements of a highway or street which it is authorized to reconstruct or approve, pursuant to § 86.25 (1), Wis. Stats.; and

WHEREAS, § 16.73, Wis. Stats., provides for the State of Wisconsin to enter into agreements with municipalities for cooperative purchasing in certain circumstances; and

WHEREAS, while § 16.73, Wis. Stats., provides that cooperative purchasing is generally not available for public construction under § 66.0901, Wis. Stats., § 86.25, Wis. Stats., the statute under which these projects are authorized, provides an exception in subsection (4) thereof to the ban on the use of cooperative purchasing programs for public construction in circumstances where funds are being provided via agreements with the Department of Transportation, including CMAQ Program dollars; and

WHEREAS, The Department of Public Works included funding in its 2022 budget for the purchase of Traffic Control equipment in 2022; and

WHEREAS, it is recognized that the City of Sheboygan will purchase the equipment through the TAPCO WISDOT Contract No. #510004-NEMA TS 2 Cabinets and the CUBIC ITS WISDOT Contract No. 395002-M22-0510422-000-003, all of which will be used on the three aforementioned projects; and

WHEREAS, the Department of Public Works is requesting to have the above proprietary items specified so as to keep the standardization of traffic control equipment throughout the City; and

WHEREAS, copies of documentation showing the pricing of the proprietary items and showing that the prices are based upon WisDOT cooperative procurement contracts pursuant to § 16.73, Wis. Stats., are attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to purchase said items from TAPCO and CUBIC ITS, for the purchase of traffic control equipment for several road corridors which have signalized intersections in the City of Sheboygan, pursuant to the sales quotes attached, which are all based upon WisDOT cooperative procurement contracts pursuant to § 16.73, Wis. Stats., in the following amounts:

TAPCO \$234,325.00

CUBIC ITS \$334,530.00

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the purchase of said items from TAPCO and CUBIC ITS from Account No. 40033140-631200.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



JT Engineering, Inc.
6325 Odana Road, Suite 2, Madison, WI 53719
jimp@jt-engineering.com

November 17, 2021

Re: WISDOT Contract #510004-NEMA TS 2 CABINETS

Dear Mr. Pavelski:

Per our conversation regarding the WisDOT Procurement contract #510004-NEMA TS 2 CABINETS we will extend the cooperative purchasing service agreement to the City of Sheboygan. This allows the city to purchase from the state contract #510004 with the same terms and conditions. Please see attached the Award Letter, Contract Renewal Letter, and the Schedule of Pricing. This contract consists of two different groups - traffic signal controllers, cabinets, and emergency vehicle preemption equipment. TAPCO worked together with Pro Electric on the traffic signal cabinets and controllers.

Sincerely
Brian Scharles
Brian Scharles
ITS Engineer
TAPCO
262-814-7306



Safe travels:

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road
Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

Item 15.

SALES QUOTE

Customer Copy

| | |
|--------|-----------|
| Number | Q22005185 |
| Date | 3/25/2022 |
| Page | 1 |

| | | | | | | |
|--|---|-----------|----------------|------------------|--|----------|
| Sell To Cust. C331 | City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442 | | | Ship To Cust. | City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081 | |
| | | | | | | |
| Customer PO # | | Expires | Slsp | Terms | Freight | Ship Via |
| TAYLOR DR. TRAFFIC FLOW IMPROVEMENT | | 4/24/2022 | Signal Service | Net 30 DAYS | PREPAID | TECH |

| Item | Description | Quantity | UM | Price | Extension |
|----------------|--|----------|----|----------|-------------|
| 142612 | NEMA TS2 Traffic Control Cabinet Type 1 Group 1 | 6 | EA | 7,199.00 | \$43,194.00 |
| 373-32896 | Supplemental Wired Detector Rack Group 1 | 6 | EA | 307.00 | \$1,842.00 |
| 373-32892 | Lighting Panel Group 1 | 6 | EA | 134.00 | \$804.00 |
| 373-32893 | Cabinet Heater, Group 1 | 6 | EA | 203.00 | \$1,218.00 |
| 126478ST | ATC M62 Latest SEPAC / Latest NTCIP | 6 | EA | 2,865.00 | \$17,190.00 |
| 395-MMU216LEIP | WISDOT Latest SEPAC / Latest NTCI | 6 | EA | 715.00 | \$4,290.00 |
| 111727 | Malfunction Management Unit,MMU2-16LEip | 6 | EA | 72.00 | \$432.00 |
| 373-1ST | Tripp Lite Isobar 6 Outlet Surge Protector/Suppres | 6 | EA | 19.00 | \$665.00 |
| 122-PAR2018 | Loadswitch Discrete Nema WisDOT | 35 | EA | 20.00 | \$420.00 |
| 373-32894 | Relay Flash Transfer PAR 2018 | 21 | EA | 250.00 | \$1,500.00 |
| 395-00700 | 15 Calendar Day Delivery | 6 | EA | 190.00 | \$1,140.00 |
| 373-77771 | BIU700 EDI | 6 | EA | 165.00 | \$990.00 |
| | Generator Transfer Switch, Group 1 | | | | |

Shipment within _____
Acceptance By _____
Date _____
By _____

| Merchandise | Freight | Tax | Total |
|-------------|---------|--------|-------------|
| \$73,685.00 | \$0.00 | \$0.00 | \$73,685.00 |

All prices are listed in **US Dollars (USD)**

For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

Item 15.

SALES QUOTE

Customer Copy

| | |
|--------|-----------|
| Number | Q22005189 |
| Date | 3/25/2022 |
| Page | 1 |

| | | | | | | |
|------------------------------------|---|-----------|----------------|------------------|--|----------|
| Sell To Cust. C331 | City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442 | | | Ship To Cust. | City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081 | |
| Customer PO # | | Expires | Slsp | Terms | Freight | Ship Via |
| STH 28 TRAFFIC FLOW IMPROVEMENT | | 4/24/2022 | Signal Service | Net 30 DAYS | PREPAID | TECH |

| Item | Description | Quantity | UM | Price | Extension |
|----------------|--|----------|----|----------|-------------|
| 142612 | NEMA TS2 Traffic Control Cabinet Type 1 Group 1 | 8 | EA | 7,199.00 | \$57,592.00 |
| 373-32896 | Supplemental Wired Detector Rack Group 1 | 8 | EA | 307.00 | \$2,456.00 |
| 373-32892 | Lighting Panel Group 1 | 8 | EA | 134.00 | \$1,072.00 |
| 373-32893 | Cabinet Heater, Group 1 | 8 | EA | 203.00 | \$1,624.00 |
| 126478ST | ATC M62 Latest SEPAC / Latest NTCIP | 8 | EA | 2,865.00 | \$22,920.00 |
| 395-MMU216LEIP | WISDOT Latest SEPAC / Latest NTCI | 8 | EA | 715.00 | \$5,720.00 |
| 111727 | Malfunction Management Unit,MMU2-16LEip | 8 | EA | 72.00 | \$576.00 |
| 373-1ST | Tripp Lite Isobar 6 Outlet Surge Protector/Suppres | 8 | EA | 72.00 | \$576.00 |
| 122-PAR2018 | Loadswitch Discrete Nema WisDOT | 76 | EA | 19.00 | \$1,444.00 |
| 373-32894 | Relay Flash Transfer PAR 2018 | 33 | EA | 20.00 | \$660.00 |
| 395-00700 | 15 Calendar Day Delivery | 8 | EA | 250.00 | \$2,000.00 |
| 373-77771 | BIU700 EDI | 8 | EA | 190.00 | \$1,520.00 |
| | Generator Transfer Switch, Group 1 | 8 | EA | 165.00 | \$1,320.00 |

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

| Merchandise | Freight | Tax | Total |
|-------------|---------|--------|-------------|
| \$98,904.00 | \$0.00 | \$0.00 | \$98,904.00 |

All prices are listed in **US Dollars (USD)**
 For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>



Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

Item 15.

SALES QUOTE

Customer Copy

| | |
|--------|-----------|
| Number | Q22005190 |
| Date | 3/25/2022 |
| Page | 1 |

| | | | | | | |
|------------------------------------|---|-----------|----------------|------------------|--|----------|
| Sell To Cust. C331 | City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442 | | | Ship To Cust. | City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081 | |
| | | | | | | |
| Customer PO # | | Expires | Slsp | Terms | Freight | Ship Via |
| STH 23 TRAFFIC FLOW IMPROVEMENT | | 4/24/2022 | Signal Service | Net 30 DAYS | PREPAID | TECH |

| Item | Description | Quantity | UM | Price | Extension |
|----------------|--|----------|----|----------|-------------|
| 142612 | NEMA TS2 Traffic Control Cabinet Type 1 Group 1 | 5 | EA | 7,199.00 | \$35,995.00 |
| 373-32896 | Supplemental Wired Detector Rack Group 1 | 5 | EA | 307.00 | \$1,535.00 |
| 373-32892 | Lighting Panel Group 1 | 5 | EA | 134.00 | \$670.00 |
| 373-32893 | Cabinet Heater, Group 1 | 5 | EA | 203.00 | \$1,015.00 |
| 126478ST | ATC M62 Latest SEPAC / Latest NTCIP | 5 | EA | 2,865.00 | \$14,325.00 |
| 395-MMU216LEIP | WISDOT Latest SEPAC / Latest NTCI | 5 | EA | 715.00 | \$3,575.00 |
| 111727 | Malfunction Management Unit,MMU2-16LEip | 5 | EA | 72.00 | \$360.00 |
| 373-1ST | Tripp Lite Isobar 6 Outlet Surge Protector/Suppres | 5 | EA | 72.00 | \$360.00 |
| 122-PAR2018 | Loadswitch Discrete Nema WisDOT | 44 | EA | 19.00 | \$836.00 |
| 373-32894 | Relay Flash Transfer PAR 2018 | 20 | EA | 20.00 | \$400.00 |
| 395-00700 | 15 Calendar Day Delivery | 5 | EA | 250.00 | \$1,250.00 |
| 373-77771 | BIU700 EDI | 5 | EA | 190.00 | \$950.00 |
| | Generator Transfer Switch, Group 1 | 5 | EA | 165.00 | \$825.00 |

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

| Merchandise | Freight | Tax | Total |
|-------------|---------|--------|-------------|
| \$61,736.00 | \$0.00 | \$0.00 | \$61,736.00 |

All prices are listed in **US Dollars (USD)**
 For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>

CUBIC™

GRIDSMART®

February 1, 2022

To whom it may concern,

CUBIC ITS, Inc. is to acknowledge the State of Wisconsin DOT contract pricing for the City of Sheboygan, Wisconsin. The Wisconsin DOT Contract number is 395002-M22-0510422-000-003 which went into effect on 9/30/21. Please contact me with any questions/concerns



Christopher Robson


Chris.Robson@cubic.com


Business Development Manager

(269) 271-9881

gridsmart.com 


gridsmartinfo@cubic.com 

+1 865 482 2112 


10545 Hardin Valley Rd., Knoxville, TN 37932 


CUBIC™ GRIDSMART®

GRIDSMART®

gridsmart.com 

gridsmartinfo@cubic.com 

+1 865 482 2112 

10545 Hardin Valley Rd., Knoxville, TN 37932 



Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Item 15.

Description STH 23 TRAFFIC FLOW IMPROVEMENTS
4650-02-71
ALL PRICES INCLUDE SHIPPING AND
REFLECT WISCONSIN DOT CONTRACT
395002-M22-0510422-000-03

Expiration Date 5/31/2022
Quote Date 3/24/2022
Quote Number 00016723

Prepared By Christopher Robson
Email chris.robson@cubic.com

Bill To Name Sheboygan, WI Ship To Name Sheboygan, WI
Bill To 2026 New Jersey Ave. Ship To United States
Sheboygan, Wisconsin 53081
United States

| Product Code | Product | Sales Price | Quantity | Total Price |
|--------------|----------------------------|-------------|----------|-------------|
| GS-3-TEN | 1.9" to 4.5" Tenon Bracket | USD 155 | 5.00 | USD 775 |
| GS-3-CAT5 | Burial Grade Cat5e | USD 470 | 2.00 | USD 940 |
| GS-3-GS2 | GRIDSMART GS2 Processor | USD 10,145 | 5.00 | USD 50,725 |
| GS2-TS2-OPT | GS2 Processor TS2 Module | USD 35 | 5.00 | USD 175 |
| GS-3-PFM+ | Performance Plus Module | USD 4,400 | 5.00 | USD 22,000 |
| GS-3-SMK | SMARTMOUNT Bell Camera | USD 3,450 | 5.00 | USD 17,250 |
| GS-3-TS2 | TS2 Interface Cable | USD 165 | 5.00 | USD 825 |

Total Price USD 92,690

Grand Total USD 92,690

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. [See the full document here.](#) To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you



Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Item 15.

Description STH 28 TRAFFIC FLOW IMPROVEMENTS
4640-01-72
ALL PRICES INCLUDE SHIPPING AND
REFLECT WISCONSIN DOT CONTRACT
395002-M22-0510422-000-03

Expiration Date 5/31/2022
Quote Date 3/24/2022
Quote Number 00016722

Prepared By Christopher Robson
Email chris.robson@cubic.com

Bill To Name Sheboygan, WI
Bill To 2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
United States

Ship To Name Sheboygan, WI
Ship To United States

| Product Code | Product | Sales Price | Quantity | Total Price |
|--------------|----------------------------|-------------|----------|-------------|
| GS-3-TEN | 1.9" to 4.5" Tenon Bracket | USD 155 | 7.00 | USD 1,085 |
| GS-3-CAT5 | Burial Grade Cat5e | USD 470 | 4.00 | USD 1,880 |
| GS-3-GS2 | GRIDSMART GS2 Processor | USD 10,145 | 7.00 | USD 71,015 |
| GS2-TS2-OPT | GS2 Processor TS2 Module | USD 35 | 7.00 | USD 245 |
| GS-3-PFM+ | Performance Plus Module | USD 4,400 | 7.00 | USD 30,800 |
| GS-3-SMK | SMARTMOUNT Bell Camera | USD 3,450 | 7.00 | USD 24,150 |
| GS-3-TS2 | TS2 Interface Cable | USD 165 | 7.00 | USD 1,155 |

Total Price USD 130,330
Grand Total USD 130,330

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. [See the full document here.](#) To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you



Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Item 15.

Description TAYLOR DRIVE TRAFFIC FLOW
IMPROVEMENT
4291-00-71
ALL PRICES INCLUDE SHIPPING AND
REFLECT WISCONSIN DOT CONTRACT
395002-M22-0510422-000-03

Expiration Date 5/31/2022
Quote Date 3/24/2022
Quote Number 00016721

Prepared By Christopher Robson
Email chris.robson@cubic.com

Bill To Name Sheboygan, WI
Bill To 2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
United States

Ship To Name Sheboygan, WI
Ship To United States

| Product Code | Product | Sales Price | Quantity | Total Price |
|--------------|----------------------------|-------------|----------|-------------|
| GS-3-TEN | 1.9" to 4.5" Tenon Bracket | USD 155 | 6.00 | USD 930 |
| GS-3-CAT5 | Burial Grade Cat5e | USD 470 | 3.00 | USD 1,410 |
| GS-3-GS2 | GRIDSMART GS2 Processor | USD 10,145 | 6.00 | USD 60,870 |
| GS2-TS2-OPT | GS2 Processor TS2 Module | USD 35 | 6.00 | USD 210 |
| GS-3-PFM+ | Performance Plus Module | USD 4,400 | 6.00 | USD 26,400 |
| GS-3-SMK | SMARTMOUNT Bell Camera | USD 3,450 | 6.00 | USD 20,700 |
| GS-3-TS2 | TS2 Interface Cable | USD 165 | 6.00 | USD 990 |

Total Price USD 111,510
Grand Total USD 111,510

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. [See the full document here.](#) To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you

VIII

R. C. No. 763 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 6, 2022.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 172-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253.; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 172- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 28, 2022.

A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253.

RESOLVED: That the City Attorney's Office is hereby authorized to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253, with a payment to the Trust Account of Axley Brynelson, LLP in the amount of \$94,191.51.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 41 - 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

AN ORDINANCE placing a stop sign at the southwest corner of Spring Avenue and South 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," a stop sign shall be added requiring eastbound traffic on Spring Avenue to stop at the intersection of Spring Avenue and South 7th Street.

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 42 - 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

AN ORDINANCE repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue.

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

Section 1. Gen. Ord. No. 52-75-76, which designated South 24th Street between Indiana Avenue and Georgia Avenue as a one-way street is hereby repealed.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of South 24th Street from the south curb line of Indiana Avenue to the north curb line of Georgia Avenue is hereby added to the list of locations where parking is not permitted.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the aforementioned traffic regulation.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 169- 21 - 22. By Alderperson Dekker. March 21, 2022.

A RESOLUTION officially recognizing the James Madison Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the James Madison Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To build a sense of community through neighborhood activities, to provide a forum for sharing information and expressing concerns to local government, and to maintain and enhance pride and awareness in our neighborhood;

and

WHEREAS, the primary goals of the James Madison Neighborhood Association are to:

- Promote neighborliness, cooperation and goodwill among the members of our neighborhood;
- Promote neighbors helping neighbors;
- Encourage participation of residents in neighborhood gatherings and events; and
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;

and

WHEREAS, the James Madison Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the west side of the Union Pacific railroad tracks, the north side of Broadway Avenue, the east side of South 24th Street, and the south side of Georgia Avenue; and

Shays
over

WHEREAS, the James Madison Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the James Madison Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

R. O. No. 139 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 7 LLC located at 1006 Geele Avenue.

CHANGE OF AGENT

Laurie Holtz is replacing Dewaine Fugate as agent effective immediately for Speedup 9 LLC located at 1230 N. Taylor Drive.

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 11 LLC located at 1211 Weeden Creek Road.

SIDEWALK CAFE (April 14, 2023)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|---------------------------------|
| 3480 | Arrosto Delicatessen | 1418 N. 13 th Street |
| 3150 | Craft 30 | 908 Michigan Avenue |
| 2604 | Z Spot Espresso & Coffee | 1024 Indiana Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--|--------------------|
| 3531 | Harbor Petroleum LLC (Harbor Bar and Grill) | 905 Indiana Avenue |

UHS

"CLASS C" LICENSE (June 30, 2022) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--|--------------------|
| 3531 | Harbor Petroleum LLC (Harbor Bar and Grill) | 905 Indiana Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--|---------------------------------|
| 3517 | Union Asian Market LLC (Union Asian Market) | 2022 S. 17 th Street |