

NOTICE OF MEETING
SHEBOYGAN COUNTY BOARD OF SUPERVISORS

Sheboygan County Courthouse
615 North 6th Street, 5th Floor
Sheboygan WI

TUESDAY, MAY 16, 2017 at 6:00 P.M.

In compliance with Rule V under the Rules of Order of the Sheboygan County Board of Supervisors, as County Clerk of Sheboygan County, I herewith submit the following AGENDA.

AGENDA

CALL TO ORDER – Chairperson Thomas G. Wegner

CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF APRIL 18, 2017 JOURNAL

CONSIDERATION OF APPOINTMENT BY CHAIRPERSON

County Board

Curt Brauer, 2328 Sunflower Avenue, Sheboygan, WI
(To fill the Vacancy Created by the Passing of Jack Van Dixhorn, District #10)

ADMINISTRATION OF OATH OF OFFICE – County Clerk, Jon Dolson

CONSIDERATION OF APPOINTMENTS BY EXECUTIVE COMMITTEE

Transportation Committee

Mark Winkel, 512 Ontario Avenue, Sheboygan
(To fill the unexpired term of Jack Van Dixhorn through April 10, 2018)

Law Committee

Robert Ziegelbauer, N8540 Lakeshore Road, Sheboygan
(To fill the unexpired term of Mark Winkel through April 10, 2018)

CONSIDERATION OF APPOINTMENT BY CHAIRPERSON

Veterans Service Commission

Jennifer Sampson, 1416 North 10th Street, Sheboygan

POSTED 05.12.17 2:00 PM
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CONSIDERATION OF APPOINTMENTS BY COUNTY ADMINISTRATOR

Affirmative Action Commission

Eric Fehlhaber, 508 New York Avenue, Sheboygan – (Re-appointment)
(Sheboygan County Employee Representing the Planning & Conservation Department)
Dione Knop, 615 North 6th Street, Sheboygan – (Re-appointment)
(Sheboygan County Employee Representing the District Attorney's Office)

PRESENTATIONS

Sarah Tarjeson, 4-H Youth Development Educator; and 4-H Ambassadors, Emily Oppenheimer, and Kristen Rauch – 4-H Youth Development Impact Report
Brad Viegut, Robert W. Baird – Results of the Final Bond Rates and Financing Picture

PUBLIC ADDRESSES

As of the preparation of this Agenda no one has requested to speak. County Board rules allow interested persons to register to speak until 5:00 pm on the Monday before the County Board Meeting.

LETTERS, COMMUNICATIONS AND ANNOUNCEMENTS

Items introduced under this heading are either referred to a Committee for action, or received for information. No action is taken at this meeting.

COUNTY ADMINISTRATOR'S REPORT

The County Administrator's Report is a monthly report by the Administrator in which noteworthy activities of County government are highlighted. In addition, the Administrator's Report presents the Administrator's perspective on the Resolutions and Ordinances being considered or introduced at this meeting. The Administrator's Report is not an action item, and no debate or deliberation arises from the Report.

CONSIDERATION OF COMMITTEE REPORTS - EXECUTIVE COMMITTEE

Resolution No. 02 (2017/18) Re: Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes

Committee Recommendation: Amend per Committee Report and Adopt as Amended
Signed in Opposition: None

Resolution No. 03 (2017/18) Re: Supporting State Funding to Local Public Health Agencies for Communicable Disease Control

Committee Recommendation: Adopt
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE

Resolution No. 04 (2017/18) Re: Authorizing Sale of Pennsylvania Avenue Parcel (NE Corner of North Seventh Street and Pennsylvania Avenue)

Committee Recommendation: Adopt
Signed in Opposition: None

RESOLUTIONS INTRODUCED

Items introduced under this heading are referred to a Committee for recommendation. No formal action is taken at this meeting unless noted.

Resolution No. 05 (2017/18) (From Planning, Resources, Agriculture, and Extension Committee)

Re: Requesting Stewardship Local Assistance Grant for Mountain Biking/Hiking Trail System at Rocky Knoll

Resolution No. 06 (2017/18) (From Planning, Resources, Agriculture, and Extension Committee)

Re: Approving Amsterdam Dunes' Conservation Easement Amendment

ORDINANCES INTRODUCED - NONE

ADJOURNMENT

Respectfully submitted this 12th day of May, 2017.



JON DOLSON, COUNTY CLERK

NOTES:

Reminder: Expense sheets for the period ending May 15, 2017 are due in the County Clerk's Office no later than Tuesday, May 16, 2017.

The UW-Extension and 4-H Ambassadors Reception will be held on Tuesday, May 16, 2017 at 5:00 P.M. in the lobby of the Courthouse.

The Legislative Breakfast will be held on June 12, 2017 at 8:00 A.M. at the Fountain Park Family Restaurant.

The Legislative Breakfast is a monthly informational question and answer session between Sheboygan County's federal and state legislative delegation and Sheboygan County Supervisors and department heads. Because a majority of the Board or a Committee may attend, it is a meeting open to the public under the Open Meeting law even though there is no formal agenda, no action will be taken, and no minutes are being kept.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Clerk's Office at 920.459.3003 prior to the meeting so that accommodations may be arranged.

**JOURNAL OF THE MEETING OF THE
SHEBOYGAN COUNTY BOARD OF SUPERVISORS**

April 18, 2017

Pursuant to Wis. Stat. § 59.11, the April 18, 2017 session of the Sheboygan County Board was called to order by Chairperson Thomas Wegner at 6:00 p.m. Chairperson Wegner noted that the notice of meeting was posted on April 13, 2017 at 2:00 p.m. in compliance with the open meeting law. The meeting opened with the Pledge of Allegiance by all present.

The roll call was taken and recorded with 21 Supervisors present; Absent: 3, Supervisors Nelson, Ogea, and Weggeman; Vacant: 1, District #10.

Prior to the introduction of the memorial resolution, Chairman Wegner called upon County Administrator Adam Payne, who presented a slide show of photos honoring the life and achievements of Supervisor Jack Van Dixhorn, who passed away on March 17, 2017.

MEMORIAL RESOLUTION

Resolution No. 01 (2017/18) Re: Honoring the Life of County Board Supervisor Jacob (Jack) Van Dixhorn.

Pursuant to County Board Rule 2.13, this resolution was on the floor for immediate action and was unanimously adopted by the Board on a rising vote and a pause in its deliberations.

County Administrator Payne, along with Chairperson Wegner and Vice Chairperson Marthenze presented a county flag and signed copy of the resolution to Mr. Van Dixhorn's wife, Audrey and his children Jodi Van Dixhorn, Kimberly Nack and son-in-law Jeff.

APPROVAL OF JOURNAL

Supervisor Winkel moved for approval of the March 21, 2017 Journal, which was distributed to all supervisors prior to the meeting. The motion was seconded by Supervisor Glavan and carried on unanimous roll call vote of the board.

Supervisor Bauer left the meeting at 6:20 p.m.

PRESENTATION

Greg Schnell, Transportation Director – Transportation Complex Update.

LETTERS AND COMMUNICATIONS

The Clerk presented two resolutions from the City of Plymouth requesting to change county supervisory district boundaries to reflect annexations. By Chairperson referred to the Executive Committee.

The Clerk presented a resolution from the Burnett County Board of Supervisors regarding unemployment and seasonal workers. By Chairperson received for information.

The Clerk presented a resolution from the Burnett County Board of Supervisors regarding increasing elected officer salaries mid-term. By Chairperson received for information.

The Clerk presented a resolution from the Lincoln County Board of Supervisors to create a nonpartisan procedure for the preparation of legislative and congressional redistricting plans. By Chairperson received for information.

COUNTY ADMINISTRATOR'S REPORT - NONE

COMMITTEE REPORTS

The Clerk read the report of the Executive Committee regarding Resolution No. 34 (2016/17) Authorizing the Finance Committee and Finance Director to Balance Over Budget Departmental Accounts recommending adoption.

Supervisor Goehring moved to adopt the resolution. The motion was seconded by Supervisor Te Stroete and carried on unanimous roll call vote of the board.

(Vice-Chairperson Marthenze presiding)

Pursuant to Rule IV of the Rules of Order, the following resolutions were introduced by the Clerk and referred by the Vice-Chairperson as indicated:

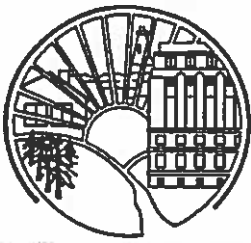
Resolution No. 02 (2017/18) Re: Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes referred to the Executive Committee.

Resolution No. 03 (2017/18) Re: Supporting State Funding to Local Public Health Agencies for Communicable Disease Control referred to the Executive Committee.

Resolution No. 04 (2017/18) Re: Authorizing Sale of Pennsylvania Avenue Parcel (NE Corner of North Seventh Street and Pennsylvania Avenue) referred to the Finance Committee.

ADJOURNMENT

Supervisor Bemis moved to adjourn. Supervisor Winkel seconded the motion which carried on unanimous roll call vote of the board. The meeting was adjourned at 6:42 p.m. The next scheduled meeting is Tuesday, May 16, 2017 at 6:00 p.m.



SHEBOYGAN COUNTY

Thomas G. Wegner
County Board Chairman

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Thomas Wegner, Chairman of the Sheboygan County Board of Supervisors, submit for your confirmation the following appointment for County Board Supervisor of the 10th Supervisory District to serve the remainder of the 2-year term expiring April 16, 2018 as the result of the passing of Jacob Van Dixhorn.

Curt Brauer, 2328 Sunflower Avenue, Sheboygan, WI 53081

Respectfully submitted this 16th day of May, 2017.

A handwritten signature in black ink that reads "Thomas Wegner". The signature is written in a cursive style with a prominent initial 'T'.

Thomas Wegner, Chairman of the Board

Curt A. Brauer
2328 Sunflower Ave.
Sheboygan, WI 53081
cabby45@att.net
414-514-3567

April 20th, 2017

Sheboygan County Board of Supervisors
Administration Building
3rd Floor, Rm. 311
508 New York Avenue
Sheboygan, WI 53081

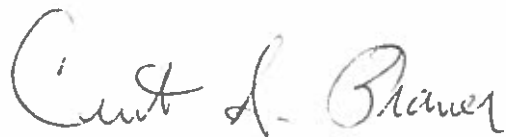
Greetings, Chairman Wegner, Administrator Payne Vice Chairperson Marthenze and County Board members:

I am submitting my resume as an applicant for the appointment of Sheboygan County Board Supervisor for the 10th District. My ability to work well with others, combined with excellent leadership skills and always seeking to maintain integrity and fairness are the strengths I feel would be a great asset to the office as County Board Supervisor.

I welcome the opportunity to answer any and all questions you may have of me and would appreciate learning more about your vision for Sheboygan County and the County Board.

I would appreciate the opportunity to serve the 10th District as its County Board Supervisor.

Sincerely;

A handwritten signature in cursive script that reads "Curt A. Brauer". The signature is written in black ink and is positioned above the typed name.

Curt A. Brauer

Curt A. Brauer
2328 Sunflower Ave.
Sheboygan, WI 53081
cabby45@att.net
414-514-3567

Objective: To serve as Sheboygan County Board Supervisor for the 10th District, dedicated to providing exceptional and efficient services to the residents of Sheboygan County while building positive relationships within county government.

Date of Birth: June 20, 1963

Education: Sheboygan South High School graduate Class of 1981.

Lakeshore Technical College (graphic arts) vocational diploma 1982.

Lakeshore Technical College (Electrical Fundamentals) 1989-91.

Served a 5-year state indentured Electrical Apprenticeship 1991-1996

Personal: Married to Jean for 26 years

3 Children: Alex 24, Matthew 22 and Anna 19

Work Experience:

Former employers include Specht, Boeldt and Altmeyer Electric totaling 24 years 1991-2015.

Business Representative IBEW local 494 KM unit since September 21, 2015

Summary of Qualifications:

Current Business Representative for IBEW (electrical workers) local 494 KM (Kettle Moraine unit which includes Sheboygan, Fond du Lac and a portion of Dodge counties). Daily duties include all business activity in the KM area.

Vice Chairman of the MPTC (Moraine Park Technical College) electrical advisory committee.

Fond du Lac Career Construction Academy board member.

Legislative Registrar for IBEW Local 494.

Lead spokesperson for Local 494 KM negotiations.

Present and past IBEW 494 Kettle Moraine Negotiation Committee member.

Delegate to the Sheboygan County area labor council.

Delegate to the N.E.W.B.T. council (Northeast Wisconsin Building Trades).

Past Vice Chairman of IBEW 494 Kettle Moraine unit.

IBEW 494 Kettle Moraine Apprenticeship Committee member 1998-2003.

IBEW Local 494 PAC board member.

Volunteer Experience:

Coordinate member volunteers with Habitat for Humanity projects on both Sheboygan and Fond du Lac counties projects.

Currently working in conjunction with Habitat Lakeside of the new home construction being built by Plymouth High school students. And again this upcoming 2017-2018 school year we will be partnering with the students from Sheboygan Falls High School to build a home on the former Maki property.

Construction of the St. Agnesian Samaritan Health Clinic House in Fond du Lac.

Thrivent Financial Chapter president and treasurer for (Our Saviors Lutheran Church) 1995-2002.

Cub Scout / Webelos den/pack leader #3872 2003-2008.

Sheboygan Lutheran High (Harvest Fest Committee 2008-2013).

Sheboygan High School Trap League coach 2008 to present.

Sheboygan High School Trap Board member from 2008 to present.

Sheboygan SAYSO soccer coach 2005.

Usher Our Savior's Lutheran Church 1990-present.

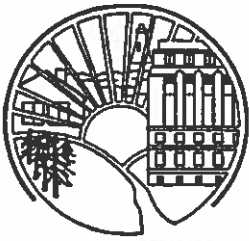
Building trustee Our Saviors Lutheran Church 1995-2008.

Nominating Committee Our Saviors Lutheran Church 2000-2003.

Extracurricular Activities:

Painting, Sketching, Sheboygan Visual Artist Member since 2004, Trapshooting, Fishing, Landscaping.

Spending time up north with family and friends.



SHEBOYGAN COUNTY

Thomas G. Wegner
County Board Chairman

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

We, the Executive Committee, do hereby submit for your confirmation the following appointments as a result of the passing of Supervisor Jack Van Dixhorn:

Transportation


Mark Winkel, 512 Ontario Avenue, Sheboygan, WI 53081
(to fill the unexpired term of Jack Van Dixhorn through April 10, 2018)

Law

Robert Ziegelbauer, N8540 Lakeshore Road, Sheboygan, WI 53083
(to fill the unexpired term of Mark Winkel through April 10, 2018)

Respectfully submitted this 21st day of April, 2017.

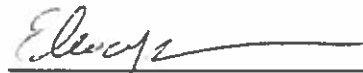
EXECUTIVE COMMITTEE

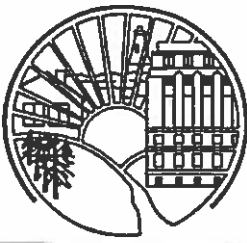

Thomas Wegner, Chairman


George Marthenze, Vice-Chairman


William Goehring, Secretary


Vern Koch, Member


Ed Procek, Member



SHEBOYGAN COUNTY

Thomas G. Wegner
County Board Chairman

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Thomas Wegner, Chairman of the Sheboygan County Board of Supervisors, pursuant to Wisconsin Statute 45.81, do hereby submit for your confirmation the following appointment to the Veterans Service Commission to serve the remainder of a three-year term expiring December 2017:

Jennifer Sampson, 1416 N 10th St, Sheboygan, WI 53081

Respectfully submitted this 16th day of May, 2017.

Thomas Wegner, Chairman of the Board

Cheryl L. Savon

From: Alayne M. Bosman
Sent: Monday, May 08, 2017 1:32 PM
To: Cheryl L. Savon
Subject: FW: VETERAN SERVICE COMMISSIONER RECOMMENDATION

Alayne Bosman – Assistant to the County Administrator
Sheboygan County Administration Building
508 New York Avenue, Room 311
Sheboygan, WI 53081
(920) 459-3103

From: Charlene K. Cobb
Sent: Thursday, April 13, 2017 12:06 PM
To: Alayne M. Bosman
Subject: VETERAN SERVICE COMMISSIONER RECOMMENDATION

Good afternoon Alayne

I finally have a recommendation for a Commissioner to serve the remainder of Buck Wendorf's term ending December 2017. Her name is Jennifer Sampson.

Below is the bio she sent me:

My name is Jennifer Sampson and I am a Wisconsin, Sheboygan County resident. After high school I joined the Navy from 1990 to 1997 serving as a Hospital Corpsman.

I started selling insurance in 1998 and started my current business with American Family in 2003. I've been involved in the community over the past 10 years including serving on the board for Sheboygan Neighborhood Pride, Neighbors Against Drugs and then was part of the startup of Sheboygan's first neighborhood association called the Gateway Neighborhood.

I am currently volunteering and hold the position of vice president for the board of Habitat for Humanity Lakeside and I'm in my 3rd year of service. I also mentor for the Veterans Treatment Court and am in my 2nd year of service. In my personal life, I am married for 24 years and have an 18 year old son and have 2 very loud birds as pets.

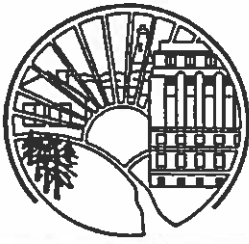
I look forward to being help to the Veterans Service Commission and please consider my appointment for 2017.

If you need anything else from me please let me know.

Thank you

Charlene K. Cobb

Charlene K. Cobb
Veterans Service Officer
Sheboygan County
(920) 459-3053



SHEBOYGAN COUNTY

Adam N. Payne
County Administrator

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

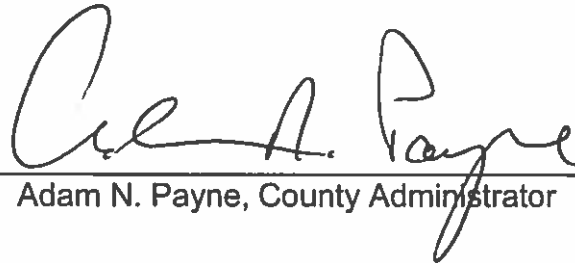
I, Adam Payne, Sheboygan County Administrator, pursuant to Section 43.05 and Ordinance No. 6 (2006/07) of the Sheboygan County Code, having conferred with the County Board Chairperson and the appropriate standing Committee of the County Board, hereby submit for your confirmation the following re-appointments to the Sheboygan County Affirmative Action Commission for a three-year term expiring April, 2020:

Re-appointments

Eric Fehlhaber, 508 New York Avenue, Sheboygan, WI 53081
(Sheboygan County Employee Representing the Planning & Conservation Department)

Dione Knop, 615 North 6th Street, Sheboygan, WI 53081
(Sheboygan County Employee Representing the District Attorney's Office)

Respectfully submitted this 16th day of May, 2017.


Adam N. Payne, County Administrator

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE EXECUTIVE COMMITTEE

TO WHOM WAS REFERRED RESOLUTION NO: 02

RE: **Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes**

HAVE CONSIDERED THE SAME AND RECOMMEND:

- ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
- THE RESOLUTION BE ADOPTED
- FILING WITH THE CLERK
- AMENDING THE RESOLUTION AS FOLLOWS:

Remove "construction and improvement of highways and bridges," from the first paragraph of page 1 of the resolution and in the third paragraph of Exhibit C

And as so amended, recommend adoption.

RESPECTFULLY SUBMITTED THIS 16th DAY OF May 2017

EXECUTIVE COMMITTEE

OPPOSED TO THE REPORT:

THOMAS WEGNER


GEORGE MARTHENZE

WILLIAM C. GOEHRING


VERNON KOCH

EDWARD J. PROCEK


CONCURRING IN THE REPORT:




THOMAS WEGNER



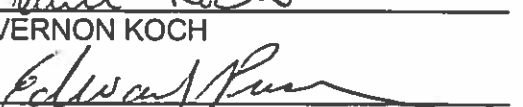
GEORGE MARTHENZE



WILLIAM C. GOEHRING



VERNON KOCH



EDWARD J. PROCEK

RE: Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes

WHEREAS the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of Sheboygan County, Wisconsin (the "County") to raise funds for the public purpose of paying the cost of capital projects included in the County's capital projects budget, including construction and improvement of highways and bridges, County building improvements, construction of a Transportation Complex, park and recreation projects, acquisition of election equipment, airport improvements and other capital projects and equipment (the "Project"), and there are insufficient funds on hand to pay said cost;

WHEREAS the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS counties are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose;

WHEREAS, the County may issue general obligation promissory notes only if one or more of the conditions specified in Section 67.045, Wis. Stats., apply;

WHEREAS, general obligation promissory notes may be issued under Section 67.045, Wis. Stats., if the County Board of Supervisors adopts a resolution to issue the debt by a vote of at least three-fourths of its members-elect; and

WHEREAS it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell its general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of Sheboygan County that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of TEN MILLION DOLLARS (\$10,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$10,000,000; shall be dated June 13, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2017. Interest shall be

computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on May 1, 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on May 1, 2025 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the County shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2017 through 2026 for the payments due in the years 2017 through 2027 in the amounts set forth on the Schedule. The amount of tax levied in the year 2017 shall be the total amount of debt service due on the Notes in the years 2017 and 2018; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2017.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The County hereby appropriates from proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on November 1, 2017 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$10,000,000 General Obligation Promissory Notes, dated June 13, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Notes have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously

thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to

enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of

certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

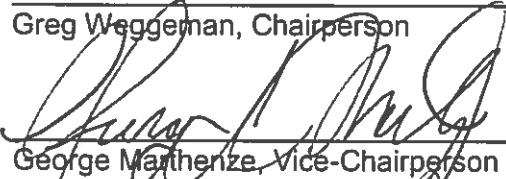
Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Respectfully submitted this 16th day of May, 2017.

FINANCE COMMITTEE

Greg Weggeman, Chairperson



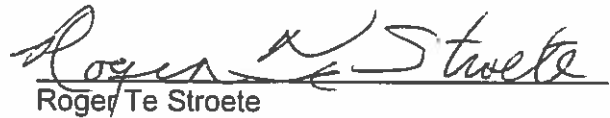
George Marthenze, Vice-Chairperson



Mark S. Winkel, Secretary



William C. Goehring



Roger Te Stroete

BAIRD

Sheboygan County

Finance Committee

March 22, 2017

Bradley D. Viegut, Managing Director

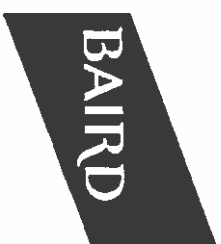
bviegut@rwbaird.com

777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827



MAIN
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Sheboygan County
FINANCING DISCUSSION
March 22, 2017



Summary of Financing

Amount:	\$10,000,000
Description:	General Obligation Promissory Notes
Dated/Settlement Date:	June 13, 2017
Structure:	Matures Annually 5/1/2018 through 5/1/2027
First Interest:	November 1, 2017
Callable:	2026 and thereafter callable 5/1/25
Purpose:	Highway Transportation Complex, 2017 and 2018 Capital Projects
Estimated Interest Rate:	2.35%
Financing Illustration:	Page 2



Sheboygan County

FINANCING DISCUSSION

March 22, 2017

Financing Illustration

LEVV YEAR	YEAR DUE	EXISTING NET DEBT SERVICE (Net of Bid Premium from 2015 Issue)	G.O. PROMISSORY NOTES - BQ Dated June 13, 2017 <i>(First Interest November 1, 2017)</i>			G.O. PROMISSORY NOTES - BQ (I) Dated May 9, 2018 <i>(First Interest/December 1, 2018)</i>			TOTAL NEW PRINCIPAL & INTEREST (Net of Bid Premium)	FUTURE ISSUES (1) (2)	EXISTING DEBT + FUTURE PRINCIPAL & INTEREST (Net of Bid Premium)	ANNUAL CHANGE	MILL RATE (3)	PRINCIPAL DUE	FUTURE ISSUES OUTSTANDING PRINCIPAL BALANCE
			PRINCIPAL (5/1)	INTEREST (5/1 & 11/1) TIC=	TOTAL	PRINCIPAL (5/1)	INTEREST (5/1 & 11/1) TIC=	TOTAL							
2015	2016	\$6,663,177		\$94,913	\$0 (4)									2016	
2016	2017	\$6,649,879	\$330,000	\$239,300	\$1,138,007 (4)	\$345,000	\$112,570	\$0 (5)	\$1,138,007	\$1,062,250	\$6,649,879	-0.20%	\$0.79	2017	
2017	2018	\$6,402,484	\$920,000	\$219,800	\$1,138,800	\$725,000	\$220,100	\$945,100	\$1,699,986	\$1,062,250	\$7,540,481	13.39%	\$0.89	2018	
2018	2019	\$5,838,825	\$935,000	\$201,250	\$1,138,250	\$740,000	\$203,600	\$943,600	\$2,081,350	\$867,950	\$8,398,821	-0.02%	\$0.89	2019	
2019	2020	\$4,180,846	\$855,000	\$182,350	\$1,137,350	\$765,000	\$182,875	\$947,875	\$2,080,950	\$867,950	\$9,266,771	-15.52%	\$0.75	2020	
2020	2021	\$3,424,200	\$875,000	\$160,613	\$1,135,613	\$785,000	\$159,625	\$944,625	\$2,083,488	\$865,931	\$10,132,700	0.09%	\$0.75	2021	
2021	2022	\$3,423,050	\$1,000,000	\$135,925	\$1,135,925	\$810,000	\$135,700	\$945,700	\$2,080,550	\$865,931	\$10,998,630	-0.09%	\$0.75	2022	
2022	2023	\$3,422,075	\$1,025,000	\$110,613	\$1,135,613	\$835,000	\$108,938	\$943,938	\$2,081,313	\$1,271,275	\$11,869,905	-26.46%	\$0.55	2023	
2023	2024	\$1,333,425	\$1,055,000	\$81,975	\$1,136,975	\$865,000	\$79,188	\$944,188	\$2,079,083	\$2,602,919	\$12,572,824	-0.04%	\$0.55	2024	
2024	2025	\$1,329,650	\$1,085,000	\$49,875	\$1,134,875	\$900,000	\$46,300	\$946,300	\$2,085,100	\$2,597,786	\$13,270,610	0.00%	\$0.55	2025	
2025	2026		\$1,120,000	\$16,800	\$1,136,800	\$930,000	\$16,275	\$946,275	\$2,085,100	\$2,353,925	\$14,624,535	0.02%	\$0.55	2026	
2026	2027								\$946,275	\$3,129,650	\$15,554,185	-29.53%	\$0.39	2027	
2027	2028									\$3,129,225	\$16,683,410	-5.17%	\$0.37	2028	
2028	2029									\$3,128,800	\$17,812,210	-0.01%	\$0.37	2029	
2029	2030										\$18,941,010	-0.01%	\$0.37	2030	
2030	2031										\$20,069,810	-0.01%	\$0.37	2031	
			\$42,667,611	\$1,492,413	\$11,367,207	\$7,700,000	\$1,497,970	\$9,089,796	\$20,437,004	\$22,185,894	\$85,290,509				

(1) Note: This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

(2) Future Issues consist of \$5,000,000 potential borrowings every other year amortized over 10 years at 4.25% beginning in 2020.

(3) Mill Rate based on 2015 & 2016 Equalized Valuations (TID-OUT) of \$8,380,543,700 and \$8,464,901,300, respectively with 0% annual growth thereafter.

(4) Net of hypothetical bid premium of \$125,205.92, which is used to offset interest on the 2017 issue only.

(5) Net of hypothetical bid premium of \$128,173.70, which is used to offset interest on the 2018 issue only.

EXHIBIT A

Note Purchase Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R-____ GENERAL OBLIGATION PROMISSORY NOTE \$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ June 13, 2017 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Sheboygan County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of capital projects included in the County's capital projects budget, including construction and improvement of highways and bridges, County building improvements, construction of a Transportation Complex, park and recreation projects, acquisition of election equipment, airport improvements and other capital projects and equipment, all as authorized by a resolution of the County Board of Supervisors duly adopted by said governing body at a meeting held on May 16, 2017. Said resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Notes maturing on May 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the County, on May 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

SHEBOYGAN COUNTY, WISCONSIN

By: _____
Thomas J. Wegner
Chairperson

(SEAL)

By: _____
Jon Dolson
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

1 SHEBOYGAN COUNTY RESOLUTION NO. 03 (2017/18)
2

3 Re: **Supporting State Funding to Local Public Health Agencies for**
4 **Communicable Disease Control**
5

6
7 **WHEREAS**, one of the highest priorities for public health in Wisconsin and across the
8 country is to prevent and control communicable diseases, including familiar diseases like
9 influenza, tuberculosis, and common STDs as well emerging threats such as the Zika virus,
10 Ebola and Middle East respiratory syndrome, and
11

12 **WHEREAS**, currently there are no dedicated, stable state funding sources to local health
13 departments and boards for surveillance, investigation, control, and prevention of communicable
14 diseases under Wis. Stat. §§ 251.05(2)(a) and 252.03(1), and
15

16 **WHEREAS**, a strong local public health infrastructure is paramount to the health of all
17 citizens, and
18

19 **WHEREAS**, the Wisconsin Public Health Association and the Wisconsin Association of
20 Local Health Departments and Boards support a funding initiative whereby there would be the
21 creation of a continuing appropriation of \$2,500,000 per fiscal year (for a total of \$5,000,000
22 over the 2017/19 biennium) for communicable disease control and prevention in Wisconsin to
23 be distributed by the Wisconsin Department of Health Services to local health departments, and
24

25 **WHEREAS**, the Sheboygan County Board has seen the importance of having a
26 vigorous, well-funded and engaged local public health presence through the operations and
27 activities of the Public Health Division of the Health and Human Services Department;
28

29 **NOW, THEREFORE, BE IT RESOLVED**, that the Sheboygan County Board of
30 Supervisors supports the funding initiative of the Wisconsin Public Health Association and the
31 Wisconsin Association of Local Health Departments and Boards and urges the state legislature
32 to develop and enact bipartisan support for funding of comprehensive, sustainable, effective,
33 and evidence-based communicable disease control and prevention for the public's health.
34

35
36 (The rest of this page intentionally left blank.)

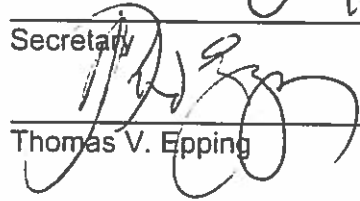
37 **BE IT FURTHER RESOLVED** that the Clerk be directed to send a copy of this
38 Resolution to Sheboygan County's legislative delegation and to the Wisconsin Association of
39 Local Health Departments and Boards.
40


41
42 Respectfully submitted this 18th day of April, 2017.
43

44
45 **HEALTH & HUMAN SERVICES COMMITTEE***

46
47 
48 James Baumgart, Chairperson

49
50 
51 Brian C. Hoffmann, Vice-Chairperson
52

53
54 Secretary 
55
56
57 Thomas V. Epping
58

59
60 Henry Nelson
61
62 
63 Roger R. Otten
64

65
66 Opposed to Introduction:
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73 *County Board members signing only
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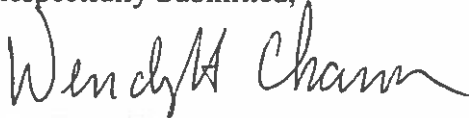
FISCAL NOTE
April 2017

**Resolution No. 3 (2017/18) RE: Supporting State Funding to Local Public Health
Agencies for Communicable Disease Control**

Funding:

No additional funding is required.

Respectfully Submitted,



Wendy A. Charon, Finance Director
April 13, 2017

1 SHEBOYGAN COUNTY RESOLUTION NO. 04 (2017/18)
2

3 Re: **Authorizing Sale of Pennsylvania Avenue Parcel (NE Corner of North**
4 **Seventh Street and Pennsylvania Avenue)**
5

6
7 **WHEREAS**, from 2007 through the adoption of Resolution No. 8 (2016/17) on July 19,
8 2017, the Sheboygan County Board has systematically been acquiring various parcels of
9 property adjacent to Pennsylvania Avenue and Seventh Street in the City of Sheboygan on the
10 northeast corner, and
11

12 **WHEREAS**, as noted in Resolution No. 8 (2016/17), one of the purposes of the
13 acquisitions was to make a large consolidated parcel in order to be "more beneficial to
14 economic development," and
15

16 **WHEREAS**, since the most recent acquisitions, the County Administrator has charged
17 the Planning Director with seeking a developer who may be interested in putting the parcel to a
18 higher and better use than its current function, and
19

20 **WHEREAS**, the County has been in negotiations with various interested parties,
21 including a company called Cardinal Capital Management, a Madison-based company which
22 seeks to create affordable multifamily, special needs, and market-rate housing properties, and
23

24 **WHEREAS**, Cardinal Capital Management has indicated its intention would be to
25 construct a 50- or more unit multifamily housing structure on the County parcel with an
26 anticipated construction investment in the \$8–10 Million range, and
27

28 **WHEREAS**, Cardinal Capital Management has indicated its intent would be for the
29 project not be subject to Tax Incremental Financing or similar public incentives thereby making
30 the parcel fully subject to property tax obligations, and
31

32 **WHEREAS**, it is conservatively estimated that if Cardinal Capital Management were to
33 build an apartment complex of an assessed value of \$8,000,000 on the parcel, Sheboygan
34 County would receive additional annual property taxes in excess of \$45,000 which, when added
35 to the purchase price, will more than pay for the County's acquisition costs and pay tax revenue
36 dividends for years to come, and
37

38 **WHEREAS**, under the same estimates, the City of Sheboygan would annually receive
39 as much as \$76,400, and the Sheboygan Area School District would annually receive as much
40 as \$87,600 in new tax revenues, and
41

42 **WHEREAS**, a development as contemplated by Cardinal Capital Management would
43 also help to address the continuing housing shortage in Sheboygan County, and
44

45 **WHEREAS**, the County Administrator has negotiated and accepted an Offer to
46 Purchase for the parcel in the amount of \$432,131 which the County Administrator believes is a
47 fair price, and a portion of the proceeds will pay for constructing a new storage facility to replace
48 the current structure, and
49

50 WHEREAS, the Offer to Purchase, a copy of which is on file with the County Clerk,
51 requires County Board approval;
52

53 NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Board approves of
54 the sale of the County parcel referred to above to Cardinal Capital Management pursuant to the
55 provisions of the accepted Offer to Purchase, a copy of which is on file with the County Clerk.
56

57 BE IT FURTHER RESOLVED that the County Board Chairperson and County Clerk are
58 authorized to sign any necessary sales documents on behalf of the County including any
59 amendments thereto, provided they are not inconsistent with the essential terms herein as may
60 be required to complete the sale.
61

62 BE IT FURTHER RESOLVED that the County Administrator is directed and authorized
63 to commence the procedure of replacing the Building Services' storage facility with a new
64 building on the Courthouse campus, using plans as approved by the Property Committee, and
65 to be financed through the Five-Year Capital Plan of the budgeting process in 2018.
66

67
68 Respectfully submitted this 18th day of April, 2017.
69
70

71 PROPERTY COMMITTEE

72 
73 _____
74 James P. Glavan, Chairperson

75 
76 _____
77 Henry Nelson, Vice-Chairperson

78 
79 _____
80 Robert Ziegelbauer, Secretary

81 
82 _____
83 Steven Bauer

84 
85 _____
86 Brian Hilbelink

87
88 Opposed to Introduction:
89
90
91
92
93
94
95
96
97

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSE DRAFTING THIS OFFER ON February 22, 2017 is dated as of February 22, 2017 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Cardinal Capital Management, Inc., or its assigns

4 _____, offers to purchase the Property known as [Street Address] _____
5 See attached Rider to WB-15 Commercial Offer to Purchase.

6 of N/A County of N/A In the N/A Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms.

8 ■ PURCHASE PRICE: Three Hundred Eighty Five Thousand 00/100
9 _____ Dollars (\$ 385,000.00)

10 ■ EARNEST MONEY of \$ See Rider accompanies this Offer and earnest money of \$ See Rider will be

11 mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 See attached Rider to WB-15 Commercial Offer to Purchase.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

15 not excluded at lines 20-22, and the following additional items: N/A

16 _____
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or N/A

19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

21 _____
22 _____

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded

24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from

28 acceptance provide adequate time for both binding acceptance and performance.

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

30 February 28, 2017 Seller may keep the Property on the market and accept

31 ~~secondary offers after binding acceptance of this Offer.~~

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

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

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____

40 (2) ~~Fax:~~ ~~for transmission of the document or written notice to the following telephone number:~~

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 508 New York Avenue, Sheboygan, WI 53081 Attn: Adam Payne

48 Delivery address for Buyer: 901 S. 70th Street, West Allis, WI 53214 Attn: Nick Jung; with copy to Bob McCormick

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): adam.payne@sheboygancounty.com

54 E-Mail address for Buyer (optional): njung@cardinalcapital.us ; with copy to bmcormick@cardinalcapital.us

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 184-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than _____
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and no additional
71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
77 Current assessment times current mill rate (current means as of the date of closing)
78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
80

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

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

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____ Seller represents and warrants that no leases shall extend beyond closing
96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Rider to WB-15 Commercial Offer to Purchase.

110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of _____
117 _____

118 _____ [insert proposed use and type and size of building, if applicable, e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-130 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-130 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-130.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the cost of the proposed use or development identified at lines 146 to 148.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 ~~STRIKE ONE~~ (Buyer's if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other
137 _____
138 **CHECK ALL THAT APPLY,** for the Property for its proposed use described
139 at lines 146-148 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
140 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

141 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is
142 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
143 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
144 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
145 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
146 the Property, the location of improvements, if any, and: _____

147 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
148 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
149 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
150 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
151 **CAUTION:** Consider the cost and the need for map features before selecting from. Also consider the time required to obtain the map
152 when setting the deadline.

153 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
154 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
155 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
156 that would prohibit the Buyer's intended use of the Property described at lines 146-148. Upon delivery of Buyer's notice, this Offer shall be null and
157 void.

158 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
159 _____ days of acceptance. **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**
160 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
161 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
162 representations made prior to and in this Offer.
163 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
164 of all liens, other than liens to be released prior to or at closing.
165 Rent roll.
166 Other _____

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

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

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
 180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
 185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
 190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
 192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
 202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
 204 fences, walls, wells, driveways, signage or other shared usages, or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
 207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
 209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
 212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
 222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
 225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227 ~~FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written~~
 228 ~~(INSERT LOAN PROGRAM OR SOURCE) first mortgage loan commitment as described below, within _____ days of acceptance of this~~
 230 ~~Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,~~
 231 ~~amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly~~
 232 ~~payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance~~
 233 ~~premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount~~
 234 ~~not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall~~
 235 ~~be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to~~
 236 ~~maintain the term and amortization stated above.~~

237 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.~~
 238 ~~FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.~~
 239 ~~ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be~~
 240 ~~fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum~~
 241 ~~interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to~~
 242 ~~reflect interest changes.~~

243 ~~If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 400-445 or 277-286~~
 244 ~~or in an addendum attached per line 470.~~

245 ~~NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that~~
 246 ~~purpose.~~

247 ~~BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to~~
 248 ~~provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to~~
 249 ~~Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 249. Buyer and Seller agree that~~
 250 ~~delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency. If,~~
 251 ~~after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment, Buyer's written direction shall~~
 252 ~~accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.~~

253 ~~CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,~~
 254 ~~BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S~~
 255 ~~AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.~~

256 ~~SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers~~
 257 ~~a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.~~

258 ~~FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an~~
 259 ~~acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of~~
 260 ~~lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 40 days~~
 261 ~~to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain~~
 262 ~~in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer~~
 263 ~~authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

264 ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's~~
 265 ~~funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written~~
 266 ~~verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage~~
 267 ~~financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for~~
 268 ~~purpose of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this~~
 269 ~~Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

270 ~~APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense~~
 271 ~~by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an~~
 272 ~~appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless~~
 273 ~~Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not~~
 274 ~~equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.~~

275 ~~CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide~~
 276 ~~adequate time for performance.~~

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Rider to WB-15 Commercial Offer to Purchase.
 278 _____
 279 _____
 280 _____
 281 _____
 282 _____
 283 _____
 284 _____
 285 _____
 286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings, awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

319 ~~HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in this Offer.~~

321 ~~CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.~~

323 ~~DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an Interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.~~

332 ~~LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagrees with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. RESR 18.~~

340 **TITLE EVIDENCE**

341 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (~~trustee's deed if~~
342 ~~Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein~~) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 "Permitted Encumbrances" as defined in the Rider to WB-15 Commercial Offer to Purchase attached heretofore

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

353 ~~**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

356 ~~**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).~~

361 ~~**PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.~~

365 ~~**TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligation to give merchantable title to Buyer.~~

372 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. closing

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

379 ~~**ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 288-295) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.~~

386 ~~**CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).~~

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

390 ~~**RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 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
393 work done within 90 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.~~

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

399 If Buyer defaults, Seller may:

400 (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price;~~ or

401 (2) terminate the Offer and ~~have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.~~

402 If Seller defaults, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 ~~In addition, the Parties may seek any other remedies available in law or equity.~~

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.
 409 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS

410 DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE

411 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE

412 SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

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

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

419 CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 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
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

Property Address: _____

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 427-440). This Offer is contingent upon
 451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 452 a qualified independent inspector or qualified independent third party performing an inspection of _____
 453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 464.
 456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
 457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
 458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 222-225) do not include conditions the nature and extent of which Buyer had actual
 460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 463 objects (Notice of Defects).

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

465 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 467 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
 468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
 470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
 472 _____ no later than _____. If Seller accepts a bona fide secondary offer,
 473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 474 Contingency and _____

475 _____
 476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
 478 null and void.

479 **ADDENDA:** The attached Rider to WB-15 Commercial Offer to Purchase _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Nicklaus J. Jung, Esq.

481 _____ on _____

482 Buyer Entity Name (if any): Cardinal Capital Management, Inc., or its assigns

483 (x) See attached Rider to WB-15 Commercial Offer to Purchase.

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

485 (x) _____
 486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____
 489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
 490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
 491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): Sheboygan County

493 (x) See attached Rider to WB-15 Commercial Offer to Purchase.

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

485 (x) _____
 496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

497 This Offer was presented to Seller by [Licensee and Firm] _____
 498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 500 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

RIDER TO WB-15 COMMERCIAL OFFER TO PURCHASE

This Rider is made part of the attached WB-15 Commercial Offer to Purchase form (the "Form") for the real property identified in paragraph 1 of this Rider (the "Property"), by and between Cardinal Capital Management, Inc. or its assigns ("Buyer") and Sheboygan County ("Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Form, the terms of this Rider shall control. The Form and this Rider are herein collectively referred to as the "Offer."

1. Property Description. The Property consists of five parcels located at the northeast corner of North 7th Street and Pennsylvania Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, identified as Parcel Numbers 59281110750, 59281110810, 59281110820, 59281110840 and 59281110850. The Property includes the land, improvements, fixtures, easements, licenses, permits and all other rights, title and interest appertaining and otherwise relating thereto.
2. Earnest Money. Buyer shall deliver to First American Title Insurance Company, 10 E. Mifflin St., Madison, Wisconsin (the "Title Company"), earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000) within five (5) business days of Acceptance (the "Initial Deposit"). The Initial Deposit and "Extension Deposit" (as hereinafter defined) together with all accrued interest thereon, shall hereinafter be referred to collectively as the "Earnest Money". If this transaction closes, all Earnest Money shall be credited against the Purchase Price due hereunder. In the event this transaction does not close, the Earnest Money shall be disbursed as provided for herein.
3. Buyer's Intended Use of the Property. Buyer intends to demolish any structures on the Property, combine the five contiguous parcels, and construct a 50 or more unit multifamily housing structure ("Buyers Intended Use").
4. Seller Contingency. Seller and Buyer agree that Seller's performance of the obligations herein set forth is specifically contingent upon Seller receiving approval of the Offer from the Sheboygan County Board ("Seller Contingency"). This contingency must be removed or waived in writing by Seller on or before May 26, 2017, or this Agreement shall be null and void and the Initial Deposit Shall be returned to Buyer.
5. Interim Responsibilities of Seller. Seller hereby covenants and agrees that during the period from the date hereof through Closing:
 - (i) Seller shall operate the Property in compliance with all applicable federal, state, county, municipal or other government standards, laws, ordinances, statutes, regulations and requirements.
 - (ii) Seller will not extend, renew, modify or replace any service contracts without the prior written consent of Buyer. Seller may enter into service contracts in the ordinary course of business so long as such service

contracts can be terminated, without penalty or payment by Buyer, at or prior to Closing. Seller shall, on or before Closing, terminate all service contracts and property management agreements related to the Property.

(iii) Seller shall not, without the prior written consent of Buyer, convey any interest in the Property, and Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date hereof, except as permitted hereunder or for normal repairs and maintenance in the ordinary course of business (which matters shall be disclosed to Buyer at or before Closing).

(iv) Seller will not make any material alterations to the Property.

6. Title Commitment. Within thirty (30) days of removal of Seller Contingency, Seller shall deliver to Buyer, at Seller's cost, the title commitment required by this Offer (the "Title Commitment"). The Title Commitment shall be issued by the Title Company. The Title Commitment shall include, at Seller's cost, a recording gap endorsement. In addition to any and all other conditions and contingencies in this Offer, Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, prior to Closing, reviewing and approving, in Buyer's sole discretion, all encumbrances, exceptions, requirements, terms, conditions and other matters contained in or disclosed by the Title Commitment; Buyer obtaining, at Buyer's cost, any and all additional endorsements and modifications to the Title Commitment required by Buyer, in Buyer's sole discretion; and Buyer obtaining a closing "mark-up" of the Title Commitment creating a legally binding policy of title insurance with Buyer and, if applicable, Buyer's lender(s) as the insured(s). If, prior to Closing, Buyer discovers any condition of title not acceptable to Buyer, in Buyer's sole discretion (hereinafter referred to as a "Title Defect"), Buyer shall notify Seller of same and Seller shall exercise its best efforts to correct such Title Defect. If the Title Defect cannot be corrected in a manner acceptable to Buyer, in Buyer's sole discretion, prior to the date set for Closing despite Seller's best efforts, Buyer may, at its option: (i) terminate this Offer, in which case all Earnest Money shall be returned to Buyer immediately; or (ii) accept title to the Property subject to such Title Defect and proceed to Closing with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. Any encumbrances not objected to by Buyer or accepted by Buyer as set forth above shall be deemed "Permitted Encumbrances".

7. Approval Period. Commencing upon Acceptance and continuing through the date that is Two Hundred Seventy (270) days thereafter ("Approval Period"), Buyer and the employees, agents and contractors of Buyer shall have the right to study and investigate the Property in a manner deemed necessary by Buyer to determine whether the Property is suitable for Buyers Intended Use. In addition to any and all other conditions in this Offer, Seller and Buyer agree that Buyer's performance of the obligations herein set forth is specifically contingent upon the waiver or satisfaction of the following closing conditions prior to the expiration of the Approval Period:

- (i) Buyer obtaining written commitment to secure financing in an amount sufficient to proceed with Buyer's Intended Use. This contingency must be removed or waived in writing by Buyer on or before the end of the Approval Period or this Agreement shall be null and void and the Initial Deposit Shall be returned to Buyer.
- (ii) Buyer obtaining, at Buyer's expense, an ALTA/NSPS survey of the Property by a licensed surveyor. The condition of the Property as reflected in the survey (i) must be acceptable to Buyer in its reasonably exercised discretion, and (ii) must not reflect any matters which would prevent the Title Company from removing its standard survey exceptions without noting any specific survey exceptions other than immaterial encroachments upon the Property or improvements owned by adjacent landowners, or other minor matters related to the Property. This contingency must be removed or waived in writing by Buyer on or before the end of the Approval Period or this Agreement shall be null and void and the Initial Deposit Shall be returned to Buyer.
- (iii) Buyer obtaining, at Buyer's expense, an Environmental Site Assessment and/or evaluation of the property (including "Phase I" assessments), confirming that (i) the Property complies with all environmental laws, (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any environmental laws, (iii) there are no underground or above ground storage tanks, associated pipes or equipment located on or at the Property, (iv) there are no hazardous substances on, under, at, in or migrating to or from the Property, (v) no portion of the Property has been filled and (vi) there are no wetlands on the Property. This contingency must be removed or waived in writing by Buyer on or before the end of the Approval Period or this Agreement shall be null and void and the Initial Deposit Shall be returned to Buyer.
- (iv) The results of Buyer's due-diligence activities including, but not limited to, the following: (i) Buyer's inspection and evaluation of the physical and other condition of the Property by Buyer or its designees including, but not limited to the existence of any adverse environmental conditions affecting the Property; (ii) Buyer's evaluation of the income and expenses of the Property; and (iii) Buyer's evaluation of such other matters with regard to the Property (including the information to be provided to Buyer by Seller as set forth below) as are reasonable under the circumstances in light of the nature of the transaction contemplated by this Offer. The results of all such inspections and evaluations must be satisfactory to Buyer in its sole discretion. Seller shall grant to Buyer from time to time reasonable access to the Property so as to permit Buyer to conduct the inspections and evaluations herein contemplated. This contingency must be removed or waived in writing by Buyer on or before the end of the Approval Period or this Agreement

shall be null and void and the Initial Deposit Shall be returned to Buyer. In connection with Buyer's inspection and evaluation of the Property and to assist it with regard thereto, Seller shall permit Buyer to inspect, examine and copy the following, within 10 business days of Acceptance, provided such are in Seller's possession or under Seller's control:

- (a) All contracts, leases, and other agreements affecting the Property and its operation and maintenance;
 - (b) All surveys, maps, site plans, environmental assessments and soil tests relating to the Property, or any part of it;
 - (c) All rights-of-way, reservations, easements, building and use restrictions and covenants, developer's agreements and any other agreements, instruments or documents which affect the Property; and
 - (d) All building plans and specifications, test results, architectural drawings, engineering studies and drawings and written warranties related to the Property or any component thereof.
- (v) Buyer obtaining any necessary zoning approvals, variances, conditional use permits, building permits, and/or government approvals necessary to develop the Property for Buyer's Intended Use. This contingency must be removed or waived in writing by Buyer on or before the end of the Approval Period or this Agreement shall be null and void and the Initial Deposit Shall be returned to Buyer.

Seller agrees to cooperate with Buyer in connection with Buyer's due diligence. Buyer hereby covenants and agrees to indemnify, defend and hold Seller harmless from any loss, liability, cost, claims, damages, demands, actions, causes of action, liens, claims of lien and suits resulting from Buyer's activities under this Section 7 (or any activities of Buyer's, employees, contractors, or agents). Notwithstanding the foregoing, Buyer shall have no obligation to indemnify Seller or its agents, employees or officers with respect to: (i) any pre-existing condition which Buyer merely discovers through Buyer's investigation or the Property (including, without limitation, any environmental contamination or other code violations) and (ii) any claims, damages or liability resulting from any act or omission of Seller or Seller's agents, employees or officers, subcontractors, contractors or consultants.

8. Extension of Approval Period. Buyer shall have the right, at its sole discretion, to extend the Approval Period for an additional One Hundred Eighty (180) days by giving Seller written notice thereof prior to the expiration of the Approval Period and depositing with the Title Company an additional Five Thousand 00/100 Dollars (\$5,000) (the "Extension Deposit"). Upon exercise of the extension, the entire Fifteen Thousand 00/100 (\$15,000) in deposits shall thereafter be nonrefundable (except in the event of a

Seller default or as expressly set forth in the Offer) but shall apply toward the Purchase Price.

9. Seller Financing of Purchase Price. Seller agrees to finance Three Hundred Thousand 00/100 (\$300,000.00) of the Purchase Price pursuant to a promissory note from Buyer to Seller in the original principle amount of \$300,000.00, bearing 4% interest per annum, payable over a term of 5 years with even monthly payments, secured by a mortgage lien ("Seller Mortgage") ("Seller Financing"). Seller agrees to subordinate the Seller Mortgage to the lien of any mortgage, security instrument, regulatory or use agreement hereafter created on or against the Property. The Buyer shall deliver the remaining balance of the Purchase Price, minus the Earnest Money and Seller Financing, to Seller at the Closing in the form of a certified or cashier's check, or by electronic wire transfer or other immediately available funds, subject to adjustment for credits and proration's as set forth in this Agreement.

10. Storage Building. Buyer and Seller acknowledge the Seller is still using the storage building located on Parcel Number 59281110850, for storage purposes ("Storage Building"). Buyer agrees to grant Seller a license to use the Storage Building, solely for storage purposes, for a term that shall start on the Closing Date and shall not extend beyond June 30, 2018 (the "Lease"). Buyer and Seller agree to enter into a license agreement at or prior to the Closing Date (the "License Agreement"). The License Agreement shall (i) require Seller to pay its prorated share of utility costs serving the Property; (ii) Pay a license fee equal to \$ 200.00 per month; (iii) maintain a policy of commercial general liability insurance which shall include coverage against claims for personal injury, death or property damage occurring on, in or about the Property with a combined single limit of not less than \$1,000,000 and an umbrella policy in excess the commercial general liability policy above with limits not less than \$3,000,000 per occurrence and in the aggregate; (iv) not permit the handle, use, manufacture, storage or disposal of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, asbestos or other similar substances, petroleum products or derivatives or any other materials harmful to human health or the environment (collectively "Hazardous Materials") on the Property; indemnify Buyer against any claims or losses arising from Seller's use of the Property or violations of the License Agreement; and (v) otherwise be on commercially reasonable terms acceptable to both parties. Upon termination or expiration of the License Agreement, the Buyer shall bear the cost to demolish the Storage Building.

11. Closing. This transaction is to be closed ("Closing") at the office of the Title Company no later than within 75 days of Buyer removing all contingencies contained in this Offer ("Closing Date").

12. Additional Proration's. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded to cause title to the Property to be in the condition called for by this Offer. Each party shall be responsible for one half of any closing fees or escrow fees charged by the Title Company.


13. Assignment. Buyer may assign its rights and obligations hereunder to any related or affiliated entity without Seller's consent and upon any such assignment the Buyer assigning its rights shall be released from all future obligations and liabilities hereunder.
14. Eminent Domain. If, prior to closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises, Seller shall immediately give written notice to Buyer. In such event, Buyer shall have the option to terminate this Offer, whereupon neither party shall have any further liability to the other under this Offer. If Buyer does not elect to terminate this Offer, the transactions that are the subject of this Offer shall be completed and Buyer shall receive the proceeds of such condemnation
15. Authority. Seller has complete power and authority to sell, transfer and convey the Property to Buyer pursuant to this agreement.
16. Brokers. Buyer and Seller acknowledge that Bob Werner of Coldwell Banker Werner & Associates ("Broker") is the broker representing Buyer in this transaction. The Seller shall pay the Broker's commission in an amount equal to 3.00% of the Purchase Price at Closing. Buyer shall have no liability for any other commissions and/or brokerage fees in connection with this transaction unless the result of Buyer's actions.
17. Amendments. All amendments and/or supplements to this Offer must be in writing and executed by each party hereto.
18. Binding on Successors. The rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns.
19. Entire Agreement. The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties, in final form, which has been executed and delivered by Buyer and Seller. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Offer shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Offer.
20. Counterparts. This Offer may be executed in counterparts and all counterparts, which when taken together, shall constitute one, fully integrated Offer. Facsimile or PDF signatures are binding and shall be given full effect.

[Signature page follows]

[Signature Page to Rider to WB-15 Commercial Offer to Purchase]

BUYER:

CARDINAL CAPITAL MANAGEMENT, INC.

By: 
Its: President
Date: 2-22-2017

SELLER:

SHEBOYGAN COUNTY

By: _____
Its: _____
Date: _____

WB-44 COUNTER-OFFER

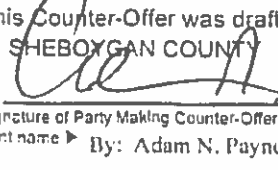
Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 2/22/2017 and signed by Buyer Cardinal Capital Management, Inc. or its assigns
2 for purchase of real estate at the NE corner of N. 7th St & Pennsylvania Ave. City of Sheboygan (PINs: 59281110750,
3 59281110810, 59281110820, 59281110840 & 59281110850 is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 _____
8 See attached Addendum to Counter-Offer.
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached Addendum to Counter-Offer No. 1 By Seller _____ is/are made part of this Counter-Offer
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before Wednesday, March 15, 2017
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Attorney Carl K. Buesing, Sheboygan County Corporation Counsel on 3/10/2017
37 SHEBOYGAN COUNTY Licensee and Firm ▲ CARDINAL CAPITAL MANAGEMENT, INC. OR ITS ASSIGNS
38 (x)  3/10/17 (x) By: _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ By: Adam N. Payne, County Administrator Print name ▶

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ Print name ▶

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

**ADDENDUM TO
COUNTER-OFFER NO. 1 BY SELLER**

1. Lines 8-9: Purchase Price to be \$432,131.00
2. Lines 29-30 add "Subject to Seller's contingency in paragraph 4 of Rider."
3. Paragraph 2 of Rider add to first sentence, "Buyer shall deliver to **Sheboygan County Abstract Company**, agent of First American Title Insurance Company...".
4. Paragraph 7 (iv) of Rider, at top of page 4, delete, "...shall be null and void and the Initial Deposit shall be returned to Buyer" and replace with "...shall be null and void. The entire Initial Deposit shall be returned to Buyer if the Agreement becomes null and void within 90 days of the commencement of the Approval Period, 50% of the Initial Deposit shall be returned to Buyer if the Agreement becomes null and void between 90 and 180 days after the commencement of the Approval Period, and none of the Initial Deposit shall be returned to Buyer if the Agreement becomes null and void after 180 days after the commencement of the Approval Period."
5. The first part of Paragraph 9 of Rider is deleted and replaced as follows: "Seller Financing of Purchase Price. Seller agrees to finance Three Hundred Thousand and 00/100 Dollars (\$300,000.00) of the Purchase Price pursuant to a promissory note from Buyer to Seller in the original principal amount of \$300,000.00 bearing 4% interest per annum based on a term of five (5) years with even monthly payments, secured by a mortgage lien ("Seller Mortgage")("Seller Financing"). The balance shall become due at such time as the Buyer encumbers the Property with any other lien of any mortgage, security instrument, regulatory or use agreement hereafter created on or against the Property." The remainder of the Paragraph is unchanged.
6. Paragraph 10 (ii) of Rider is deleted.
7. A new paragraph to Rider is added, "In the event Buyer does not commence construction within 12 months of closing, Seller shall have the option to purchase the Property back from Buyer at the original Purchase Price. The option may only be exercised by making a written notice of election to Buyer within the period of 12 to 15 months from Closing, or it expires. For purposes of this paragraph to "commence construction" shall mean to have applied for and to have received a City of Sheboygan Building Permit approving construction of an amount in excess of \$100,000.00."

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 2/22/2017 and signed by Buyer Cardinal Capital Management, Inc., or its assigns
2 for purchase of real estate at the NE corner of N. 7th St. & Pennsylvania Ave., City of Sheboygan (PINs: 59281110750, 59281110810, 59281110820,
3 59281110840 & 59281110850 is rejected and the following Counter-Offer is hereby made.

4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 See attached Addendum to Counter-Offer No. 3 By Buyer

- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____
- 13 _____
- 14 _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
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- 24 _____
- 25 _____
- 26 _____
- 27 _____

28 The attached Addendum to Counter-Offer No. 3 By Buyer is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

31 Party making the Counter-Offer on or before Friday March 17, 2017

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to

33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery

35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Nicklaus J. Jung, Esq., Cardinal Capital Management, Inc. on 3/14/2017
37 Licensee and Firm ▲ Date ▲

38 (x) [Signature] 3-14-2017 (x) [Signature] 3-16-17
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

40 Print name ▶ Nicklaus J. Jung, General Counsel Print name ▶ _____

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

43 Print name ▶ _____ Print name ▶ _____

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or

48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-

49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving

50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

**ADDENDUM TO
COUNTER-OFFER NO. 3 BY BUYER**

1. Lines 8-9: Purchase Price to be \$432,131.00
2. Lines 29-30: To be amended to, "March 17, 2017, Subject to Seller Contingency in paragraph 4 of Rider."
3. Paragraph 7 (iv) of Rider, at top of page 4, delete, "...shall be null and void and the Initial Deposit shall be returned to Buyer" and replace with "...shall be null and void. The entire Initial Deposit shall be returned to Buyer if the Agreement becomes null and void within 90 days of the removal or waiver of Seller Contingency, 50% of the Initial Deposit shall be returned to Buyer if the Agreement becomes null and void between 90 and 180 days after the removal or waiver of Seller Contingency, and none of the Initial Deposit shall be returned to Buyer if the Agreement becomes null and void after 180 days after the removal or waiver of Seller Contingency."
4. The first part of Paragraph 9 of Rider is deleted and replaced as follows: "Seller Financing of Purchase Price. Seller agrees to finance Four Hundred Thousand and 00/100 Dollars (\$400,000.00) of the Purchase Price pursuant to a promissory note from Buyer to Seller in the original principal amount of \$400,000.00 bearing 4% interest per annum based on a term of five (5) years with even monthly payments, secured by a mortgage lien ("Seller Mortgage")("Seller Financing"). The balance shall become due at such time as the Buyer encumbers the Property with any other lien of any mortgage, security instrument, regulatory or use agreement hereafter created on or against the Property." The remainder of the Paragraph is unchanged.
5. Paragraph 10 (ii) of Rider is amended to state, "Pay a licensee fee equal to \$50.00 per month;"
6. A new paragraph to Rider is added, "In the event Buyer does not commence construction within 18 months of closing, Seller shall have the option to purchase the Property back from Buyer at the original Purchase Price. The option may only be exercised by making a written notice of election to Buyer within the period of 18 to 21 months from Closing, or it expires. For purposes of this paragraph to "commence construction" shall mean to have applied for and to have received a City of Sheboygan Building Permit approving construction of an amount in excess of \$5,000,000.00."

FISCAL NOTE
April 2017

Resolution No. 4 (2017/18) RE: Authorizing Sale of Pennsylvania Avenue Parcel (NE Corner of North Seventh Street and Pennsylvania Avenue)

This resolution seeks approval for the sale of the recently acquired properties on Pennsylvania Avenue as a consolidated parcel.

Within the Offer to Purchase is a stipulation for a "Sellers Financing of Purchase Price" in the amount of \$400,000 of the selling price in the form of a promissory note bearing 4% interest over a 5 year term with payments due monthly. The Offer to Purchase also stipulates the balance becoming due in full at such time the buyer encumbers the Property with any other lien instrument.

Funding:

Total acquisition cost for the purchases of three Pennsylvania Avenue properties came to \$122,054. Additional expenditures for closing costs and demolition brought the total outlay to \$176,046. Acquisition costs for the existing Building Services garage within this site was \$155,000. The proposed offer of \$432,131 will provide the County with additional funds of \$101,085. From the sales proceeds, it is the intention to construct a replacement storage facility for Building Services on the Courthouse campus. At this time the estimates discussed for this facility have been within the range of the proceeds possible from this sales transaction. Final determination on the cost of the new facility will be vetted properly through the Five Year Capital planning process.

Respectfully Submitted,



Wendy A. Charmon, Finance Director
April 21, 2017

1 SHEBOYGAN COUNTY RESOLUTION NO. 05 (2017/18)

2
3 Re: **Requesting Stewardship Local Assistance Grant for Mountain**
4 **Biking/Hiking Trail System at Rocky Knoll**

5
6
7 **WHEREAS**, Sheboygan County is interested in developing lands for public outdoor
8 recreation purposes in the form of a mountain bike trail system on the grounds of the Rocky
9 Knoll Health Care Center, and

10
11 **WHEREAS**, the Health Care Center Committee of the Sheboygan County Board as well
12 as the Rocky Knoll Foundation have gone on record in support of the proposed trail, and

13
14 **WHEREAS**, a number of organizations, including Road America and Elkhart Lake
15 Tourism, have provided letters of support for the proposed trail, and

16
17 **WHEREAS**, implementation of the proposed trail would require an update to the 2015
18 Sheboygan County Comprehensive Outdoor Recreation and Open Space Plan, and

19
20 **WHEREAS**, financial aid would be required to carry out the proposed trail, and

21
22 **WHEREAS**, between the in-kind labor of the Planning and Conservation Department
23 and local mountain bike clubs as well as cash donations and additional grants, Sheboygan
24 County would be able to offer a match to funding that may be available through the Wisconsin
25 Department of Natural Resources (DNR);

26
27 **NOW, THEREFORE, BE IT RESOLVED**, that the Sheboygan County Board authorizes
28 Aaron Brault, Planning & Conservation Director, to act on behalf of Sheboygan County to:

- 29
30
 - Submit an application to the DNR for any financial aid that may be available;

31
 - Submit reimbursement claims along with necessary supporting documentation

32 within six (6) months of a proposed completion date; and
33
 - Sign any documents that may be required herein and take necessary action to

34 undertake, direct, and complete the approved proposed trail.

35
36 **BE IT FURTHER RESOLVED** that the 2015 County Comprehensive Outdoor Recreation
37 and Open Space Plan be amended as may be required to be in conformity with the proposed
38 trail.

39
40 **BE IT FURTHER RESOLVED** that Sheboygan County will comply with state or federal
41 rules for the programs; may perform force account work; will maintain the completed project in
42 an attractive, inviting, and safe manner; will keep the facilities open to the general public during

43 reasonable hours consistent with the type of facility; and will obtain from the DNR or the
44 National Park Service, as applicable, approval in writing before any change is made in the use
45 of the project site.
46

47
48 Respectfully submitted this 16th day of May, 2017.
49

50
51 **PLANNING, RESOURCES, AGRICULTURE,**
52 **AND EXTENSION COMMITTEE***
53

54
55 _____
56 Keith Abler, Chairperson
57

58 _____
59 Fran Damp, Vice-Chairperson
60

61 _____
62 Libby Ogea, Secretary
63

64 _____
65 Steven Bauer
66

67 _____
68 James Baumgart
69

70 Opposed to Introduction:
71
72 _____
73 _____
74 _____
75

76 *County Board Members signing only
77
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FISCAL NOTE
May 2017

Resolution No. 05 (2017/18) RE: Requesting Stewardship Local Assistance Grant for Mountain Biking/Hiking Trail System at Rocky Knoll

Funding:

The total project is projected to be approximately \$44,000. The grant application would be to match funds of \$22,000 being acquired through donations and in-kind labor. The project would not go forward if the County is unable to attain the grant.

Respectfully Submitted,



Wendy A. Charnon, Finance Director
May 12, 2017

1 SHEBOYGAN COUNTY RESOLUTION NO. 06 (2017/18)

2
3 Re: Approving Amsterdam Dunes' Conservation Easement Amendment
4
5

6 WHEREAS, when the County Board adopted Resolution No. 6 (2014/15) authorizing the
7 purchase of the Amsterdam Dunes Preservation and Wetland Mitigation Area for \$4.2 Million, it
8 was with the directive to the County Administrator to "undertake such steps as may be
9 necessary to secure third-party funding of the purchase," and

10
11 WHEREAS, based on that directive, the County was able to secure a Wisconsin
12 Department of Natural Resources Stewardship grant for \$2,443,430 in partnership with Glacial
13 Lakes Conservancy, Inc. ("Glacial Lakes"), and

14
15 WHEREAS, in conjunction with the partnership with Glacial Lakes, the County gave a
16 conservation easement ("Conservation Easement") to Glacial Lakes for a portion of the property
17 which easement was recorded in the office of the Sheboygan County Register of Deeds, and

18
19 WHEREAS, the County has an opportunity to receive an additional sum of \$1,295,500
20 for Amsterdam Dunes acquisition costs from Tecumseh Products Company LLC ("Tecumseh"),
21 pursuant to a Funding Reimbursement Agreement with Tecumseh as the result of a settlement
22 of a federal claim against Tecumseh in an action for the recovery of natural resource damages
23 ("NRD") associated with the Sheboygan River and Harbor Superfund site, and

24
25 WHEREAS, as a result of the above-referenced NRD settlement, the County would also
26 have the right to apply for and potentially receive an additional \$354,500 for wetland and
27 woodland restoration activities on the property;

28
29 WHEREAS, as a condition of receiving the additional funding referenced above,
30 Sheboygan County would be required to amend the terms of the Conservation Easement with
31 Glacial Lakes to provide that the U.S. Fish and Wildlife Service would be able to enforce the
32 provisions of the Conservation Easement together with such other terms as set forth in the draft
33 amendment on file with the County Clerk, and

34
35 WHEREAS, it is in the best interests of the County to amend the Conservation
36 Easement as described, in part to fulfill the conditions for receiving the additional funding, but
37 also to provide an extra layer of protection for the conservation commitments for the property;

38
39 NOW, THEREFORE, BE IT RESOLVED that Sheboygan County accepts the Funding
40 Reimbursement Agreement and agrees to amend the Conservation Easement in a manner
41 substantially as set forth in the draft amendment on file with the County Clerk, and authorizes
42 the County Board Chairperson and County Clerk to sign the amendment on behalf of the
43 County.

44
45 BE IT FURTHER RESOLVED, that the amendment to the Conservation Easement be
46 held in trust to be released and recorded in the Office of the Sheboygan County Register of
47 Deeds only upon written confirmation from Tecumseh that an appropriate United States District
48 Court has entered a Consent Decree among parties including Tecumseh, the United States,
49 and the State of Wisconsin settling the NRD Trustees' NRD claims related to or arising from the

50 Sheboygan River and Harbor Superfund site and that Tecumseh is prepared to deliver or has
51 delivered to the County a promissory note for \$1,295,500 as provided for under the terms of the
52 Funding Reimbursement Agreement.
53

54
55 Respectfully submitted this 16th day of May, 2017.
56

57
58 **PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE***
59

60
61
62 _____
63 Keith Abler, Chairperson Fran Damp, Vice-Chairperson

64
65 _____
66 Libby Ogea, Secretary Steven Bauer

67
68 _____
69 James Baumgart

70
71 Opposed to Introduction:
72 _____

73
74 *County Board members signing only
75

FISCAL NOTE
May 2017

Resolution No. 06 (2017/18) RE: Approving Amsterdam Dunes' Conservation Easement Amendment

This resolution seeks approval to amend the terms of the Conservation Easement with Glacial Lakes to provide for conditions necessary to be part of the Funding Reimbursement Agreement for the settlement of a federal claim against Tecumseh for natural resource damages. If approved, the settlement will bring the reimbursement of the general fund for the original purchase of Amsterdam Dunes to \$3,773,858 leaving a remaining \$441,157 yet to recover.

Purchase Price (2014):	\$4,215,015
Glacial Lakes Grant (2015)	(2,442,500)
Rental Income (2014-2016)	<u>(35,858)</u>
Remaining:	\$1,736,657
NRD Settlement	<u>(\$1,295,500)</u>
Possible remaining balance	<u>\$441,157</u>

Funding:

There is no additional funding necessary for the approval of this resolution.

Respectfully Submitted,



Wendy A. Charnon, Finance Director
May 12, 2017