

NOTICE OF MEETING

**SHEBOYGAN COUNTY BOARD OF SUPERVISORS**

Administration Building  
508 New York Avenue  
Conference Room 302  
Sheboygan WI

**Remote Access:** [meet.google.com/mts-zhoi-dqq](https://meet.google.com/mts-zhoi-dqq)

**Join by phone:** +1 470-655-0431

**PIN:** 785356167#

**TUESDAY, August 18, 2026 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 Keith Abler

**CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF JULY 21, 2026 JOURNAL**

**CONSIDERATION OF APPOINTMENTS BY COUNTY ADMINISTRATOR**

**Affirmative Action Commission**

Clarissa Roberts, 1011 North 8<sup>th</sup> Street, Sheboygan  
(*Sheboygan County Employee Representing the Health & Human Services Department*)

**Aging & Disability Advisory Committee**

Edward Procek, 1230 South 13<sup>th</sup> Street, Sheboygan  
Rachel Scholler, 1004 Ollie Lane, Plymouth

**PRESENTATIONS**

Bryan Olson, Transportation Director – Overview of Highway Division Work

**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.*

***Posted 08/14/2026 @ 3:00 PM***

## 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. 06** (2026/27)      Re: Approving Standard Intergovernmental Agreement for 2027 County Sales Tax Revenue-Sharing  
**Committee Recommendation: Adopt**  
**Signed in Opposition: None**
- Resolution No. 08** (2026/27)      Re: Adoption of 401(a) Retirement Plan  
**Committee Recommendation: Additional time be granted to consider the matter**  
**Signed in Opposition: None**
- Resolution No. 09** (2026/27)      Re: Adopting the 2026 Sheboygan County Broughton Marsh Management Plan  
**Committee Recommendation: Adopt**  
**Signed in Opposition: None**

## CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE

- Resolution No. 07** (2026/27)      Re: Renewing Corporation Counsel Contract  
**Committee Recommendation: Adopt**  
**Signed in Opposition: None**
- Ordinance No. 01** (2026/27)      Re: Repealing and Recreating Chapter 45 – Meal and Mileage Reimbursement Rates  
**Committee Recommendation: Amend per committee report and enact as amended**  
**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. 10** (2026/27)      (From Finance Committee)  
Re: 2027 Five-Year Capital Plan

**RESOLUTIONS INTRODUCED - Continued**

**Resolution No. 11** (2026/27) (From Planning, Resources, Agriculture, and Extension Committee)

Re: Approval of Lease Agreement with Sheboygan County Conservation Association to Operate a Pheasant-rearing Facility on Sheboygan County Owned Land

**Resolution No. 12** (2026/27) (From Planning, Resources, Agriculture, and Extension Committee)

Re: Approving Temporary Limited Easement (TLE) and Permanent Limited Easement (PLE) to City of Sheboygan for Southside Sewer Project

**Resolution No. 13** (2026/27) (From Property Committee)

Re: Authorizing Purchase of 503 Wisconsin Avenue (Parcel 59281111395) from Catholic Social Services Archdiocese of Milwaukee, Inc.

**Resolution No. 14** (2026/27) (From Transportation Committee)

Re: Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Holland, Plymouth and Sheboygan

**ORDINANCES INTRODUCED - NONE**

**ADJOURNMENT – Pursuant to County Board Rule 2.01, the County Board Chair determined that it is appropriate to alter the meeting location for September 15, 2026 to the Sheboygan County Administration Building, 508 New York Avenue, Conference Room 302, Sheboygan, WI.**

Respectfully submitted this 14<sup>th</sup> day of August, 2026.

  
\_\_\_\_\_  
JON DOLSON, COUNTY CLERK

\* \* \* \* \*

**NOTES:**

**Reminder:** Expense sheets for the period ending August 15, 2026 are due in the County Clerk's Office no later than Tuesday, August 18, 2026.

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**

**July 21, 2026**

Pursuant to Wis. Stat. § 59.11, the July 21, 2026 session of the Sheboygan County Board was called to order by Chairperson Keith Abler at 6:00 p.m. Chairperson Abler noted that the notice of meeting was posted on July 17, 2026 at 3:30 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 25 Supervisors present, 1 Supervisor attended remotely: Supervisor Liebau.

**Supervisor Gruber moved for approval of the June 16, 2026 Journal, which was distributed to all supervisors prior to the meeting.** The motion was seconded by Supervisor Wegner and carried on voice vote of the board.

## **APPOINTMENT**

The Chairperson announced that the next order of business was the consideration of the following re-appointment by the County Administrator.

### **Aging and Disability Advisory Committee**

Gerald DuMonthier, 2807 South 12<sup>th</sup> Street, Sheboygan

**Supervisor H. Nelson moved to concur with the re-appointment by the County Administrator.** The motion was seconded by Supervisor Wegner and carried on unanimous roll call vote of the board.

## **PRESENTATIONS - NONE**

## **LETTERS AND COMMUNICATIONS - NONE**

## **COUNTY ADMINISTRATOR'S REPORT**

County Administrator Alayne Krause, along with Chairperson Abler and Vice Chairperson Brauer recognized Supervisor Kuhlow for 5 years of dedicated service to Sheboygan County. Ms. Krause reviewed Resolution No. 05-Authorizing Land Swap for Redevelopment Project Adjacent to Shoreland 400 Rail Trail and Ordinance No. 02-Amending Chapter 50-Increasing Public Bidding Threshold that were being voted on at the meeting.

## **COMMITTEE REPORTS**

The Clerk read the report of the Executive Committee regarding **Resolution No. 05 (2026/27) Authorizing Land Swap for Redevelopment Project Adjacent to Shoreland 400 Rail Trail** recommending adoption.

**Supervisor Clarke moved to adopt the resolution.** The motion was seconded by Supervisor H. Nelson and carried on unanimous roll call vote of the board.

The Clerk read the report of the Finance Committee regarding **Ordinance No. 01 (2026/27) Repealing and Recreating Chapter 45 – Meal and Mileage Reimbursement Rates** recommending additional time be granted until the August 18, 2026 County Board meeting to consider the matter.

**Chairperson Abler granted additional time to the Finance Committee to consider the matter.**



The Clerk read the report of the Finance Committee regarding **Ordinance No. 02 (2026/27) Amending Chapter 50 – Increasing Public Bidding Threshold** recommending enactment.

**Supervisor Wegner moved to enact the ordinance.** Supervisor Jensen seconded the motion which carried on unanimous roll call vote of the board.

(Vice-Chairperson Brauer 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. 06 (2026/27)** Re: Approving Standard Intergovernmental Agreement for 2027 County Sales Tax Revenue Sharing referred to the Executive Committee.

**Resolution No. 07 (2026/27)** Re: Renewing Corporation Counsel Contract referred to the Finance Committee.

**Resolution No. 08 (2026/27)** Re: Adoption of 401(a) Retirement Plan referred to the Executive Committee.

**Resolution No. 09 (2026/27)** Re: Adopting the 2026 Sheboygan County Broughton Marsh Management Plan referred to the Executive Committee.

#### **ADJOURNMENT**

**Supervisor Goehring moved to adjourn.** Supervisor H. Nelson seconded the motion which carried on unanimous roll call vote of the board. The meeting was adjourned at 6:11 p.m. **The next scheduled meeting is Tuesday, August 18, 2026 at 6:00 p.m.**



# SHEBOYGAN COUNTY

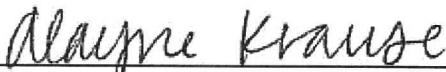
**Alayne Krause**  
*County Administrator*

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Alayne Krause, 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 appointment to the Sheboygan County Affirmative Action Commission for the remainder of a three-year term expiring April, 2027:

**Clarissa Roberts, 1011 North 8<sup>th</sup> Street, Sheboygan, WI 53081**  
*(Sheboygan County Employee Representing the Health & Human Services Department)*

Respectfully submitted this 18<sup>th</sup> day of August, 2026.

  
\_\_\_\_\_  
Alayne Krause, County Administrator

**Clarissa Roberts - Child Support & Economic Support Manager**

Sheboygan County Health and Human Services  
1011 N. 8th Street Sheboygan, WI 53081  
clarissa.roberts@sheboygancounty.com | 920-208-5920

**Professional Profile**

Clarissa Roberts serves as the Child Support & Economic Support Manager for Sheboygan County Health and Human Services, providing leadership and oversight for both the Economic Support and Child Support programs. She oversees approximately 40 employees and is responsible for program administration, staffing, budgeting, performance, compliance, and service delivery within two highly regulated areas of public service.

Her responsibilities within Economic Support include oversight of state and federal public benefit programs, eligibility operations, fraud prevention and program integrity, compliance with state and federal regulations, and representation of the agency in Fair Hearings and other administrative proceedings.

Within Child Support, Clarissa oversees operations involving paternity and child support establishment, enforcement of court orders, financial and medical support, and compliance with state and federal Child Support requirements. The program involves significant interaction with the legal system, requiring coordination with the courts, Corporation Counsel, law enforcement, state agencies, and other partners.

Across both programs, Clarissa is responsible for fiscal oversight, workforce development, strategic planning, regulatory compliance, performance, and continuous improvement. She works collaboratively with County departments, state agencies, community organizations, the courts, and other Wisconsin counties to support effective services for children and families.

**Professional Experience**

*Sheboygan County Health and Human Services*

|                                          |                             |
|------------------------------------------|-----------------------------|
| Child Support & Economic Support Manager | October 2023 – Present      |
| Income Maintenance Supervisor            | January 2021 – October 2023 |
| Income Maintenance Specialist            | January 2016 – January 2021 |



# SHEBOYGAN COUNTY

**Alayne Krause**  
*County Administrator*

---

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Alayne Krause, 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 appointments to the Aging & Disability Advisory Committee for a three-year term expiring July 2029:

**Edward Procek, 1230 South 13<sup>th</sup> Street, Sheboygan, WI 53081**  
**Rachel Scholler, 1004 Ollie Lane, Plymouth, WI 53073**

Respectfully submitted this 18<sup>th</sup> day of August, 2026.

Alayne Krause, County Administrator



---

## **Fw: Citizen Vacancy Sheboygan County ADRC Advisory Board Application**

1 message

**Edward Procek** <eprocek@aol.com>

Fri, Jul 17, 2026 at 1:53 PM

Reply-To: Edward Procek <eprocek@aol.com>

To: "michelle.sifuentes2@sheboygancounty.com" <michelle.sifuentes2@sheboygancounty.com>

sent from AOL on Android

----- Forwarded Message -----

**From:** "Edward Procek" <eprocek@aol.com>

**To:** "alayne.krause@sheboygancounty.com" <alayne.krause@sheboygancounty.com>

**Cc:** "michelle.sifuentes@sheboygancounty.com" <michelle.sifuentes@sheboygancounty.com>, "michelle.acevedo@sheboygancounty.com" <michelle.acevedo@sheboygancounty.com>

**Sent:** Fri, Jul 17, 2026 at 1:22 PM

**Subject:** Citizen Vacancy Sheboygan County ADRC Advisory Board Application

July 17, 2026

To: Sheboygan County Administrator: Alayne Krause

From: Edward J Procek

Subject: Open Citizen Position Sheboygan County Aging and Disability Resource Center Advisory (ADRC) Board

I am writing to express my interest in furthering the voice of Sheboygan County residents who are age 60 and older, as well as individuals with disabilities, by helping ensure they have access to available resources and by identifying additional services that may be needed through the Sheboygan County Aging and Disability Resource Center (ADRC).

A brief summary of my qualifications includes:

- Working in the public sector for over 40 years as a City of Sheboygan bus operator (1980–2023), providing fixed-route public transportation while interacting daily with residents and helping meet their transportation needs. Representing individuals with transportation needs in numerous public input sessions, advocating for services that enable residents to access employment, healthcare, social services, and other community resources.
- Serving as a member of the Sheboygan County Board (2008–2026), where I have consistently advocated for residents' needs in areas including mental and physical health, transportation, and social and economic support. I have also regularly attended Health and Human Services (HHS) Public Input and Budget Sessions, most recently this past June, to advocate for the needs of our elderly and disabled residents.

As a member of the 60 years and older demographic, I would welcome the opportunity to continue serving our community through this appointment while expanding my knowledge of the valuable services

provided by the Sheboygan County ADRC. I believe my experience in public service, transportation, and community advocacy would allow me to make a meaningful contribution to the ADRC's mission.

Thank you for your time. Please feel free to contact me if you need any additional information or have any questions regarding my application. I look forward to the opportunity to discuss my qualifications with you.

Respectfully submitted for your consideration,

Edward J Procek  
1230 S 13 Street  
Sheboygan, WI 53081  
Landline: 920-458-7074

**Rachel Scholler**

**Plymouth, Wisconsin**

*Healthcare Executive | Transportation Consultant | Business Owner*

### **Professional Summary**

Healthcare executive and entrepreneur with more than 17 years of leadership experience serving older adults, individuals with disabilities, and Medicaid populations through Non-Emergency Medical Transportation. Proven experience in strategic planning, financial management, regulatory compliance, quality improvement, and collaboration with healthcare providers and community organizations. Passionate about improving access to care and supporting programs that enhance independence and quality of life.

---

### **Professional Experience**

#### **Founder & President**

##### **NEMT Growth Consultants, LLC**

2025–Present

- Advise transportation providers across the United States on business operations, compliance, financial performance, and strategic growth.
- Assist healthcare transportation organizations in improving quality, efficiency, and patient access.
- Speaker and educator on best practices within the healthcare transportation industry.

#### **Founder & President**

##### **Lakeshore Transportation**

2008–2025

- Founded and led a successful Non-Emergency Medical Transportation company serving Sheboygan County and surrounding communities.
- Oversaw all business operations, including budgeting, strategic planning, compliance, staffing, fleet management, and quality assurance.
- Built collaborative relationships with hospitals, nursing facilities, healthcare providers, case managers, and Medicaid organizations.
- Successfully grew the company over 17 years before completing its sale in 2025.

---

## **Leadership & Professional Activities**

- National conference speaker on Non-Emergency Medical Transportation
- Healthcare transportation consultant serving organizations nationwide
- Mentor to new and expanding transportation providers

---

## **Areas of Expertise**

- Strategic Planning
- Board Governance
- Healthcare Access
- Aging & Disability Services
- Medicaid Transportation
- Operations Management
- Financial Oversight
- Regulatory Compliance
- Quality Improvement
- Community Collaboration
- Leadership Development

---

## **Education & Professional Development**

*Additional professional training, certifications, and speaking engagements available upon request.*



1 SHEBOYGAN COUNTY RESOLUTION NO. 060 (2026/27)

2  
3 Re: **Approving Standard Intergovernmental Agreement for 2027 County**  
4 **Sales Tax Revenue-Sharing**  
5

6  
7 **WHEREAS**, when Sheboygan County enacted Ordinance No. 2 (2016/17), *Enacting*  
8 *One-half Percent County Sales Tax to Maintain Sheboygan County's Transportation*  
9 *Infrastructure*, a unique feature of the Ordinance was that it provided that a portion of the  
10 revenue received from the Ordinance would be made available to local units of government  
11 within Sheboygan County to assist those municipalities in addressing their own transportation  
12 needs, and  
13

14 **WHEREAS**, Section 7.07 of the Sales Tax Ordinance provided that the distribution to  
15 local units of government would be premised upon the municipalities agreeing to be bound by  
16 the terms of a standard intergovernmental cooperative agreement, and  
17

18 **WHEREAS**, Section 7.07(1) of the Code provided that the terms of the  
19 intergovernmental agreement were to be reviewed and approved annually by the County Board,  
20 and  
21

22 **WHEREAS**, by the adoption of Resolution No. 19 (2016/17), the County Board approved  
23 the form of a standard intergovernmental agreement; and  
24

25 **WHEREAS**, in the inaugural year of the sales tax revenue sharing, the agreement was  
26 accepted by all municipalities and the revenue-sharing has been working satisfactorily under the  
27 terms of the standard form that was adopted; and  
28

29 **WHEREAS**, the proposed Sheboygan County Sales Tax Revenue-Sharing for  
30 Transportation Infrastructure Maintenance 2027 Intergovernmental Cooperative Agreement, a  
31 copy of which is on file with the County Clerk, contains terms and provisions consistent with the  
32 goals of the County Sales Tax Ordinance;  
33

34 **NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board approves  
35 the form of the *Sheboygan County Sales Tax Revenue-Sharing for Transportation Infrastructure*  
36 *Maintenance 2027 Intergovernmental Cooperative Agreement*, a copy of which is on file with the  
37 County Clerk, and authorizes and directs the County Administrator and County Board  
38 Chairperson to execute such agreements with each Sheboygan County municipality willing to  
39 be bound by the terms of the Agreement.  
40

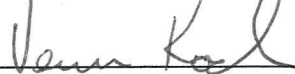
41 **BE IT FURTHER RESOLVED** that the County Administrator and County Board  
42 Chairperson are empowered to agree to any minor modifications to the Standard Agreement  
43 that may be requested by a particular municipality that may be necessary to accommodate the  
44 municipality's individual circumstances, provided the modifications do not, in the opinion of the  
45 County Administrator and County Board Chairperson, contain terms and provisions that are  
46

47  
48 (The rest of this page intentionally left blank.)

inconsistent with the goals of Chapter 7 of the Sheboygan County Code, the County Sales and Use Tax Ordinance No. 2 (2016/17), *Enacting One-half Percent County Sales Tax to Maintain Sheboygan County's Transportation Infrastructure*.

Respectfully submitted this 21st day of July, 2026.

**FINANCE COMMITTEE**

  
Vernon Koch, Chairperson

  
Thomas Wegner, Vice-Chairperson

  
William Goehring, Secretary

  
Curt Brauer

  
Gerald Jorgensen

Opposed to Introduction:

\_\_\_\_\_  
\_\_\_\_\_

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2027 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the \_\_\_\_\_  
\_\_\_\_\_ (Municipality), a municipal corporation with offices at \_\_\_\_\_, and  
**SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized  
pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue,  
Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** The term of this Agreement is for calendar year 2027.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

**5. RESPONSIBILITIES OF COUNTY.**

A. County shall, over the course of calendar year 2027, pay to Municipality as a distribution of sales tax revenue, the sum of \$\_\_\_\_\_.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

**6. RESPONSIBILITIES OF MUNICIPALITY.**

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

**7. RESOLUTION OF DISPUTES.** County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

**8. HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

**9. SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

**10. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

\_\_\_\_\_  
[Municipality]

By: \_\_\_\_\_  
Authorized Representative

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

By: \_\_\_\_\_  
Authorized Representative

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

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_  
Alayne Krause  
Sheboygan County Administrator

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

By: \_\_\_\_\_  
Keith Abler  
County Board Chair

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

C:8447\335545

## FISCAL NOTE

July 2026

**Resolution No. 06 (2026/27)      RE: Approving Standard Intergovernmental Agreement for 2027 County Sales Tax Revenue-Sharing**

**Funding:**

This resolution approves the standard intergovernmental agreement governing the distribution of 2027 County sales tax revenue-sharing for transportation infrastructure maintenance. Funding for the 2027 revenue-sharing program is included within the County's adopted sales tax revenue-sharing framework and does not increase the County tax levy.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "James Webb", is written in a cursive style.

James Webb, Finance Director

July 21, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 08 (2026/27)

Re: Adoption of 401(a) Retirement Plan

**WHEREAS**, after review and evaluation, the Human Resources Committee recommends adoption of the Sheboygan County Employees 401(a) Plan ("Plan), a qualified retirement plan, for the benefit of its eligible employee; and

**WHEREAS**, the Employer wishes to appoint Voya Financial, Inc. as Trustee of the Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board of Supervisors hereby adopts the Plan, to be effective on January 1, 2026.

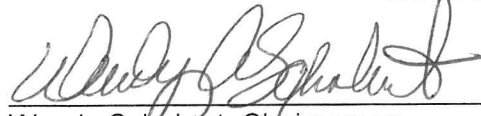
**BE IT FURTHER RESOLVED**, that the County Administrator is authorized to execute the Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan. The Sheboygan County Human Resources Department will maintain a copy of the approved Plan in its files.

**BE IT FURTHER RESOLVED**, that Voya Financial, Inc. is authorized to act as Trustee of the Plan.

**BE IT FURTHER RESOLVED**, that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Respectfully submitted this 21st day of July, 2026.

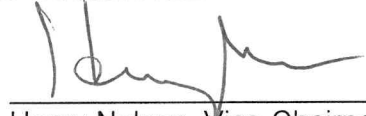
HUMAN RESOURCES COMMITTEE



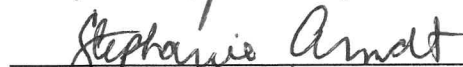
Wendy Schobert, Chairperson



Christian Ellis, Secretary



Henry Nelson, Vice-Chairperson



Stephanie Arndt



Charlette Nennig

Opposed to Introduction:

\*County Board members signing only

## **FISCAL NOTE**

July 2026

**Resolution No. 08 (2026/27)      RE: Adoption of 401(a) Retirement Plan**

**Funding:**

This resolution adopts the Sheboygan County Employees 401(a) Retirement Plan and authorizes its implementation effective January 1, 2026. Funding associated with administration of the Plan will be incorporated into the County's annual budget process, as applicable.

Respectfully Submitted,

A handwritten signature in cursive script that reads "James Webb".

James Webb, Finance Director

July 21, 2026



SHEBOYGAN COUNTY RESOLUTION NO. 09 (2026/27)

Re: **Adopting the 2026 Sheboygan County Broughton Marsh Management Plan**

**WHEREAS**, the Planning, Resources, Agriculture and Extension Committee has adopted an update of the Sheboygan County Broughton Marsh (Marsh) Management Plan (Plan) prepared by its Planning & Conservation Department (Department) and reviewed by the Sheboygan County Recreational Facilities Management Advisory Committee (SCRFMAC); and

**WHEREAS**, the Department and SCRFMAC solicited comments through a number of public open houses, public meetings and community surveys; and

**WHEREAS**, the Plan has again been updated after consideration of the above public input, and the current draft (copies of which are on file in the County Clerk's Office, the Department, and the County's website) is suitable for adoption as a broad, long-range management plan to meet the recreation, environmental, and natural resource needs of the County for the Marsh; and

**WHEREAS**, the Planning, Resources, Agriculture and Extension Committee recommends that the County Board adopt the Plan.

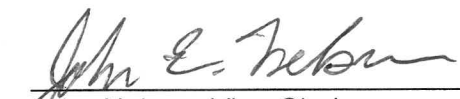
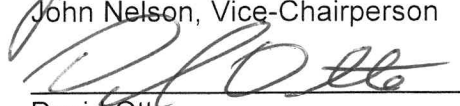
**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board hereby approves the 2026 Sheboygan County Marsh Management Plan, a copy of which is on file with the County Clerk's Office.

Respectfully submitted this 21<sup>st</sup> day of July, 2026.

**PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE\***

  
Rebecca Clarke, Chairperson

\_\_\_\_\_  
Joe Liebau, Jr., Secretary

  
John Nelson, Vice-Chairperson  
  
David Otte  
  
Brian Smith

Opposed to Introduction:

\_\_\_\_\_  
\*County Board members signing only

## **FISCAL NOTE**

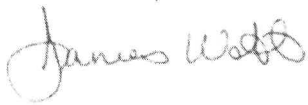
July 2026

**Resolution No. 09 (2026/27)     RE: Adopting the 2026 Sheboygan County  
Broughton Marsh Management Plan**

**Funding:**

Adoption of the Plan does not by itself appropriate additional County funds or increase the tax levy. Future implementation activities will be considered through the annual budget process, as appropriate.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "James Webb". The signature is fluid and cursive, with the first name "James" written in a larger, more prominent script than the last name "Webb".

James Webb, Finance Director

July 21, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 07 (2026/27)

Re: **Renewing Corporation Counsel Contract**

**WHEREAS**, by Resolution No. 014 (2022/23), pursuant to Section 42.02 of the County Code of Ordinances, the County Board directed the County Administrator to enter into a four-year contract with Attorney Crystal H. Fieber and the Hopp Neumann Humke LLP law firm expiring December 31, 2026, and

**WHEREAS**, based on the contract by Resolution No. 14 (2022/23), the County Board designated Attorney Fieber and her law firm to serve as Corporation Counsel for a term expiring December 31, 2026, and

**WHEREAS**, the Human Resources Committee believes that the best interests of Sheboygan County would be served by redesignating Attorney Fieber and the Hopp Neumann Humke LLP law firm as Corporation Counsel for a four-year term from January 1, 2027, through December 31, 2030, as set forth in the proposed contract between Sheboygan County and Hopp Neumann Humke LLP, a copy of which is on file with the Office of the County Clerk;

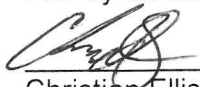
**NOW, THEREFORE, BE IT RESOLVED** that Attorney Crystal H. Fieber and the law firm of Hopp Neumann Humke LLP shall continue to be the designated Sheboygan County Corporation Counsel through December 31, 2030, and that the County Administrator is directed to enter into the contract with Attorney Fieber and the Hopp Neumann Humke LLP law firm to continue such services through December 31, 2030.

Respectfully submitted this 21<sup>st</sup> day of July, 2026.

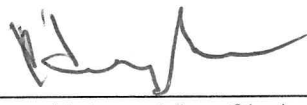
**HUMAN RESOURCES COMMITTEE**



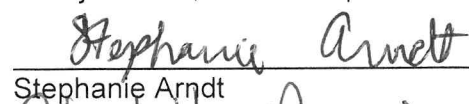
Wendy Schobert, Chairperson



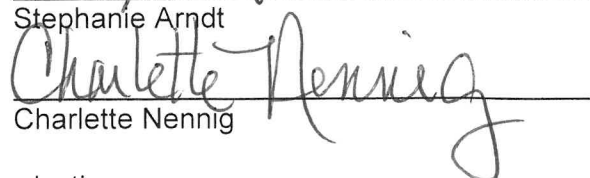
Christian Ellis, Secretary



Henry Nelson, Vice-Chairperson



Stephanie Arndt



Charlette Nennig

Opposed to Introduction:

## FISCAL NOTE

July 2026

**Resolution No. 07 (2026/27)      RE: Renewing Corporation Counsel Contract**

**Funding:**

This resolution renews the contract with Hopp Neumann Humke LLP to continue serving as Sheboygan County Corporation Counsel through December 31, 2030. Funding for Corporation Counsel services will be incorporated into the annual budget process for each respective year.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "James Webb", with a stylized, cursive script.

James Webb, Finance Director

July 21, 2026

## COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE FINANCE COMMITTEE

TO WHOM WAS REFERRED ORDINANCE NO: 01

RE: **Repealing and Recreating Chapter 45 - Meal and Mileage Reimbursement Rates**

HAVE CONSIDERED THE SAME AND RECOMMEND:

☐ ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER  
☐ THE ORDINANCE BE ENACTED  
☐ FILING WITH THE CLERK  
☒ AMENDING THE ORDINANCE AS FOLLOWS: *See attached,  
and enact as amended*

RESPECTFULLY SUBMITTED THIS 18th DAY OF August 2026

### FINANCE COMMITTEE

OPPOSED TO THE REPORT:

\_\_\_\_\_  
VERNON KOCH

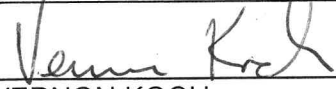
\_\_\_\_\_  
THOMAS WEGNER

\_\_\_\_\_  
WILLIAM GOEHRING

\_\_\_\_\_  
CURT BRAUER

\_\_\_\_\_  
GERALD JORGENSEN

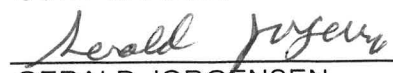
CONCURRING IN THE REPORT:

  
\_\_\_\_\_  
VERNON KOCH

  
\_\_\_\_\_  
THOMAS WEGNER

  
\_\_\_\_\_  
WILLIAM GOEHRING

  
\_\_\_\_\_  
CURT BRAUER

  
\_\_\_\_\_  
GERALD JORGENSEN

Section 2.     **Effective Date.** The herein Ordinance shall take effect [October 1, 2026](#).

45.07 EMPLOYEE TRAVEL. Out-of-county travel (both in and out of state) by an employee must be approved by the Head of the employee's Department. [Any out of state travel by a department head must be pre-approved by the County Administrator.](#) Department Heads shall consider requiring employees in their Department to use a County vehicle rather than a personal vehicle when appropriate. Any travel by an employee that is out of state must also have the pre-approval from the Liaison Committee for the Department. In the event funds for such travel have not been provided for in the budget, then such travel shall not be permitted except as allowed through a budget adjustment pursuant to the process set forth in Chapter 5 of the County Code.

45.10 COUNTY BOARD TRAVEL.

(b)     [Attendance at County Board Committee meetings when not a member thereof, will entitle the Supervisor to mileage reimbursement. A County Board Supervisor is entitled to mileage for attendance at public functions or hearings as representative of a Committee of the Board if such attendance is authorized or ratified by majority vote of the Committee being represented or by the Executive Committee.](#)

SHEBOYGAN COUNTY ORDINANCE NO. 01 (2026/27)

Re: **Repealing and Recreating Chapter 45 – Meal and Mileage Reimbursement Rates**

**WHEREAS**, Sheboygan County's Reimbursement of Expenses Policy (Chapter 45) was originally enacted in 1998 to ensure employees and County Board Supervisors are reimbursed for necessary expenses incurred during the performance of their duties; and

**WHEREAS**, the current meal reimbursement rates have not been updated since their inception, despite a 145.6% increase in food prices and significant declines in purchasing power; and

**WHEREAS**, the current total daily meal cap is significantly lower than the US General Services Administration (GSA) daily per diem for Wisconsin and rates set by other Wisconsin municipalities; and

**WHEREAS**, internal analysis suggests that a 50% increase in total meal reimbursement rates aligns more closely with market rates; and

**WHEREAS**, the current mileage reimbursement rate no longer aligns with the actual costs of operating a personal vehicle or market averages; and

**WHEREAS**, a staggered increase to mileage reimbursement will allow for proactive budgeting while remaining competitive as an organization; and

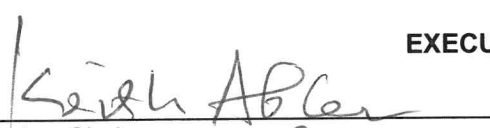
**NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan does ordain as follows:

Section 1. **Repealing and Recreating Code.** Chapter 45 of the Sheboygan County Code of Ordinances is hereby repealed and recreated as attached.

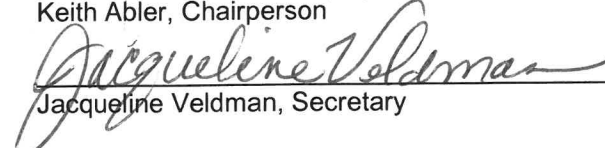
Section 2. **Effective Date.** The herein Ordinance shall take effect upon enactment.

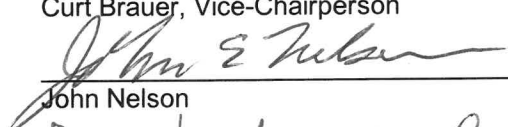
Respectfully submitted this 16<sup>th</sup> day of June, 2026.

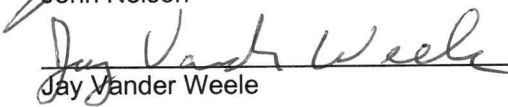
**EXECUTIVE COMMITTEE**

  
Keith Abler, Chairperson

  
Curt Brauer, Vice-Chairperson

  
Jacqueline Veldman, Secretary

  
John Nelson

  
Jay Vander Weele

Opposed to Introduction:

Countersigned by:

Keith Abler, Chairperson



CHAPTER 45  
REIMBURSEMENT OF EXPENSES POLICY

- 45.01 REIMBURSEMENT ALLOWED
- 45.02 MEAL REIMBURSEMENT
- 45.03 MILEAGE ALLOWANCE
- 45.04 LODGING
- 45.05 MISCELLANEOUS INCIDENTALS
- 45.06 AUDITS
- 45.07 EMPLOYEE TRAVEL
- 45.08 DISCHARGE
- 45.09 CONSTRUCTION
- 45.10 COUNTY BOARD TRAVEL

45.01 REIMBURSEMENT ALLOWED. Pursuant to the provisions of Wis. Stat. § 59.22(3), employees and elected officials of Sheboygan County shall be reimbursed for all necessary expenses incurred in the performance of their duties subject to the following conditions and limitations. If a bargaining unit contract provides different conditions or limitations, the contract provisions shall apply.

45.02 MEAL REIMBURSEMENT. Reimbursement for meal expenses actually incurred, including tips, shall be made only under the following conditions:

(a) In County. No meal reimbursement shall be permitted for any meals within Sheboygan County.

(b) Out of County. Meal expenses incurred out of Sheboygan County in connection with carrying out an employee or elected official's duties shall be eligible for reimbursement. Meal expenses in excess of Eleven Dollars (\$11.00) for breakfast, Fourteen Dollars (\$14.00) for lunch, or Twenty-three Dollars (\$23.00) for dinner shall not be allowed. If an employee or elected official attends a conference, seminar, or meeting for which one or more meals are provided as part of the registration fee, no reimbursement for such meal shall be allowed, unless the employee or elected official is subject to dietary restrictions that prevent the employee or elected official from accepting the meal provided.

45.03 MILEAGE ALLOWANCE. Mileage shall be reimbursed at a rate of Sixty-one cents (\$0.61) per mile, effective October 1, 2026, and a rate of Seventy-two and a half cents (\$0.725) per mile, effective January 1, 2028, and at the business mileage rate determined by the IRS for tax year 2029 and every calendar year thereafter. The claim for mileage reimbursement shall be made upon forms developed for such purpose by the Finance Department.

Notwithstanding the previous paragraph, reimbursement shall not be paid unless the mileage claimant shall have filed with the Human Resources Department proof that he or she has in effect personal car insurance which provides equal to or greater than \$100,000/\$300,000/\$50,000 liability insurance coverage.

45.04 LODGING. All lodging expenses outside of Sheboygan County shall be reimbursed in full when necessarily incurred in the performance of duties, but must be supported by receipted statements. If spouses occupy a room, the County shall reimburse only at the single room rate and the supporting statements must indicate such single rate.

45.05 MISCELLANEOUS INCIDENTALS. All expenses incurred, such as transportation expenses when traveling by common carrier, parking fees, or registration fees, etc., shall be reimbursed within reasonable limitations as may be set by the Finance Director under any given circumstances, except that air travel shall not be at first class rates.

45.06 AUDITS. No expenses not actually incurred shall be payable and all requested reimbursements shall be by itemized sworn statement which shall have been approved by the employee's supervisor. Reimbursements are subject to audit at any time.

45.07 EMPLOYEE TRAVEL. Out-of-county travel (both in and out of state) by an employee must be approved by the Head of the employee's Department. Department Heads shall consider requiring



employees in their Department to use a County vehicle rather than a personal vehicle when appropriate. Any travel by an employee that is out of state must also have the pre-approval from the Liaison Committee for the Department. In the event funds for such travel have not been provided for in the budget, then such travel shall not be permitted except as allowed through a budget adjustment pursuant to the process set forth in Chapter 5 of the County Code.

45.08 DISCHARGE. Any employee who shall intentionally seek reimbursement for expenses not actually incurred or shall otherwise fraudulently apply for reimbursement of expenses shall be subject to immediate discharge by the Department Head without further notice of any kind.

45.09 CONSTRUCTION. The construction of the hereinabove provisions shall be liberal to carry out the intent of the County Board to provide reimbursement to all employees for expenses they may have incurred in connection with their employment for Sheboygan County.

45.10 COUNTY BOARD TRAVEL. Subject to the provisions of Section 45.07 of this Code, County Board travel to conventions, seminars, and meetings shall be subject to advance approval pursuant to the following procedure:

(a) The members who may attend any out-of-state events at County expense, including the number of members, shall be decided by the Executive Committee unless advance approval therefore has been approved by County Board action, except that the County Board Chairperson shall always be eligible to attend such meetings.

(b) Attendance at County Board Committee meetings when not a member thereof, or attendance at public functions or hearings as a representative of a committee of the Board, will entitle the Supervisor to mileage reimbursement if such attendance is authorized or ratified by majority vote of the Committee being represented or by the Executive Committee.

---

History:

**FISCAL NOTE**  
**May 2026**

**Ordinance No. 01 (2026/27) RE: Repealing and Recreating Chapter 45 – Meal and Mileage Reimbursement Rates**

**Funding:**

This ordinance increases meal and mileage reimbursement rates for County employees and County Board Supervisors. The fiscal impact for 2026 is expected to be absorbed within existing budgeted appropriations. Future costs will depend on travel and reimbursement activity and will be incorporated into departmental budgets through the annual budget process.

Respectfully Submitted,

A handwritten signature in blue ink that reads "James Webb". The signature is fluid and cursive, with the first name "James" and last name "Webb" clearly distinguishable.

---

James Webb, Finance Director  
June 12, 2026



# SHEBOYGAN COUNTY

**James Webb**  
*Finance Director*

**Jeremy J. Fetterer**  
*Deputy Finance Director*

---

TO: Members of the Sheboygan County Board of Supervisors

FROM: Alayne Krause, County Administrator  
James Webb, Finance Director

DATE: August 18, 2026

RE: 2027 Five-Year Capital Plan

Attached are Resolution No. 10 (2026/27) and the summary for the 2027 Five-Year Capital Plan. This plan, after careful consideration, was approved for introduction by the Finance Committee on August 12, 2026.

The 2027 projects under consideration include the Interurban Trail Maintenance and Sheboygan Marsh Boardwalk for Planning and Conservation. Projects for Building Services include Jail and Detention Center equipment replacement and remodeling, county-wide fire alarm system replacement, HVAC infrastructure replacement and Electrical Infrastructure modernization, elevator upgrades, UW-GB Sheboygan Fine Arts Building Renovation, office LED light replacement, Law Enforcement Center Evidence Room remodel, and design for a facility at Health & Human Services. Radio equipment upgrades and public safety radio tower site erection for the Sheriff's department. At Rocky Knoll, A and B building office area renovations, building first floor resident room renovations, and parking lot replacement. Replace VOIP phone system and network access layer refresh for Information Technology. For Transportation, compliance updates to the above ground fuel farm, runway 4-22 reconstruction, maintenance and terminal building generators, Lake Breeze Aviation backup generators and Cascade Highway shed building improvements.

For 2027, capital projects total \$15,972,654, and the offsetting reimbursements total \$9,236,237. The total proposed bonding is \$6,736,417. Reimbursements include Information Technology net position, Highway net position, Rocky Knoll net position, Lake Breeze Aviation net position, and Capital Project Fund balance.

Our next planned borrowing will be in 2028 for the capital projects in 2027 and 2028. During 2025 our existing general obligation debt decreased by \$5.6 million, resulting in general obligation debt at the end of the year of \$18.2 million. The Capital Plans of 2025 and 2026 were bonded in early 2026 adding \$14.8 million of bonding. Our existing general obligation debt will decrease by \$5.7 million during the fiscal year of 2026 resulting in an estimated 2026 year-end balance of \$27.3 million.

Thank you for your consideration.

2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2

**WHEREAS**, Section 5.06(b)(4) of the County Code requires the Finance Committee to propose a Five-Year Capital Plan for submission to the County Board at its August monthly meeting; and

**WHEREAS**, the Finance Committee has considered the capital projects of \$100,000.00 or more included in the budget requests of the Liaison Committees and has placed each project which it endorses into the upcoming budget year or into any budget year for the following four (4) years of the Five-Year Capital Plan; and

**WHEREAS**, pursuant to County Code Section 7.08, in consideration of receiving the sales and use tax revenues, no annual budget of the Transportation Department shall include bonding capital projects or capital equipment related to road and bridge repairs, maintenance, or road and bridge reconstruction unless authorized by the County Board; and

**WHEREAS**, the attached Exhibit A is the proposed Five-Year Capital Plan of the Finance Committee, which includes bonding capital projects for the Transportation Department at the Courthouse and Rocky Knoll related to the parking lot reconstruction.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Exhibit A be adopted as the Five-Year Capital Plan for Sheboygan County and that pursuant to Section 5.06(b)(6) of the County Code of Ordinances, that portion of the Five-Year Capital Plan as adopted by the Board at its September meeting which identifies the capital projects approved for the upcoming budget year shall constitute the capital projects portion of the full budget for 2027.

**BE IT FURTHER RESOLVED**, that the County Board specifically authorizes the Finance Department to include in the 2027 Five-year Capital Plan bonding for the Transportation Department related to the parking lot reconstruction of the Courthouse and Rocky Knoll.

Respectfully submitted this 18th day of August 2026.

## FINANCE COMMITTEE

Vernon Koch, Chairperson

Thomas Wegner, Vice-Chairperson

William C. Goehring, Secretary

---

Curt Brauer

---

---

Gerald Jorgensen

Opposed to Introduction:

| Division<br>Project Name      | Five Year Capital Plan Project Title                                  | Proj # | Status | Prior Years  |                    | 2027          |                    | 2028          |                    | 2029          |                    | 2030          |                    | 2031          |                    | 2027-2031<br>County Bonded<br>Cost |
|-------------------------------|-----------------------------------------------------------------------|--------|--------|--------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|------------------------------------|
|                               |                                                                       |        |        | Budget       | Reimburse-<br>ment | Budget        | Reimburse-<br>ment | Budget        | Reimburse-<br>ment | Budget        | Reimburse-<br>ment | Budget        | Reimburse-<br>ment | Budget        | Reimburse-<br>ment |                                    |
| Planning & Conservation       | 1 Interurban Trail Maintenance                                        | 922    | P      | \$ -         | \$ -               | \$ 150,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 150,000                         |
|                               | 2 Sheboygan Marsh Boardwalk                                           | 921    | P      | \$ -         | \$ -               | \$ 1,500,000  | \$ (1,200,000)     | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 300,000                         |
|                               | 3 Old Plank Road Trail Maintenance<br>(Sheboygan to Plymouth)         | 916    | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ 250,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 250,000                         |
|                               | 4 Shoreland 400 Trail/Southside Utility<br>Corridor Trail Maintenance | 923    | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 150,000    | \$ (50,000)        | \$ -          | \$ -               | \$ 100,000                         |
|                               | 5 Old Plank Road Trail Maintenance<br>(Greenbush to County Line)      |        | N      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 300,000    | \$ -               | \$ 300,000                         |
| Buildings/Services            | 1 Fire Alarm System Replacement                                       |        | N      | \$ -         | \$ -               | \$ 875,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 875,000                         |
|                               | 2 County-Wide HVAC Infrastructure<br>Replacement                      |        | N      | \$ -         | \$ -               | \$ 1,300,000  | \$ -               | \$ 1,400,000  | \$ -               | \$ 1,650,000  | \$ -               | \$ 2,000,000  | \$ -               | \$ 1,200,000  | \$ -               | \$ 7,550,000                       |
|                               | 3 County-Wide Electrical Infrastructure<br>Modernization              |        | N      | \$ -         | \$ -               | \$ 215,000    | \$ -               | \$ 384,000    | \$ -               | \$ 1,000,000  | \$ -               | \$ 1,232,000  | \$ -               | \$ -          | \$ -               | \$ 2,831,000                       |
|                               | 4 Design for Health & Human Services<br>Facility                      |        | N      | \$ -         | \$ -               | \$ 250,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 250,000                         |
|                               | 5 UW - Green Bay, Sheboygan Fine Arts<br>Building Renovation          |        | N/C    | \$ 100,000   | \$ (100,000)       | \$ 1,649,300  | \$ (1,499,300)     | \$ 499,765    | \$ (499,765)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 150,000                         |
|                               | 6 Elevator Upgrades                                                   | 1028   | C      | \$ 453,000   | \$ (366,200)       | \$ 454,750    | \$ -               | \$ 321,000    | \$ -               | \$ 440,840    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 1,216,590                       |
|                               | 7 LEC Evidence Room Remodel                                           | 1071   | C      | \$ 45,000    | \$ -               | \$ 354,500    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 354,500                         |
|                               | 8 Jail/Detention Center Equipment<br>Replacement and Remodel          | 1065   | C      | \$ 2,622,000 | \$ (445,695)       | \$ 515,000    | \$ -               | \$ 300,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 815,000                         |
|                               | 9 Courthouse Parking Lot Replacement                                  | 1067   | C      | \$ 38,150    | \$ -               | \$ 486,000    | \$ (120,437)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 365,563                         |
|                               | 10 Office LED Lights                                                  | 1070   | C      | \$ 526,850   | \$ (10,000)        | \$ 36,000     | \$ -               | \$ 418,000    | \$ -               | \$ 200,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 654,000                         |
|                               | 11 Law Enforcement Center Exterior<br>Renovation                      | 1073   | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ 270,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 270,000                         |
|                               | 12 Administration Building Exterior<br>Comprehensive Renovation       |        | N      | \$ -         | \$ -               | \$ 60,000     | \$ -               | \$ 560,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 620,000                         |
|                               | 13 Public Safety Radio Tower Site Upgrades                            |        | N      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 125,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 125,000                         |
| Sheriff                       | 1 Radio Equipment upgrades                                            | 1954   | C      | \$ 950,000   | \$ (250,000)       | \$ 400,000    | \$ -               | \$ 500,000    | \$ -               | \$ 500,000    | \$ -               | \$ 500,000    | \$ -               | \$ 500,000    | \$ -               | \$ 2,400,000                       |
|                               | 2 Public Safety Radio Tower Site Erection                             | 1955   | C      | \$ 850,000   | \$ -               | \$ 750,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 750,000                         |
|                               | 3 Expansion of Detention Center                                       | 1951   | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 141,750    | \$ -               | \$ 2,361,975  | \$ -               | \$ 37,065,000 | \$ -               | \$ 39,568,725                      |
| Rudy and Health Care Facility | RK Parking Lots                                                       | 2777   | C      | \$ 389,178   | \$ -               | \$ 308,500    | \$ (308,500)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | A and B building office area renovations                              | 2776   | P      | \$ -         | \$ -               | \$ 478,000    | \$ (478,000)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | A building 1st floor resident room<br>renovations                     | 2775   | P      | \$ -         | \$ -               | \$ 55,000     | \$ (55,000)        | \$ 680,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 680,000                         |
|                               | Three Seasons Room                                                    |        | N      | \$ -         | \$ -               | \$ -          | \$ -               | \$ 270,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 270,000                         |
|                               | A building 2nd floor renovation and<br>handrail replacement           | 2779   | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ 37,000     | \$ -               | \$ 760,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 797,000                         |
|                               | Resident protection systems                                           | 2780   | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 450,000    | \$ -               | \$ -          | \$ -               | \$ 450,000                         |
|                               | New Maintenance Shop                                                  |        | N      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 150,000    | \$ -               | \$ 150,000                         |
| IT                            | 1 Network Access Layer Refresh                                        | 3018   | C      | \$ 80,000    | \$ (80,000)        | \$ 134,550    | \$ (75,000)        | \$ 143,175    | \$ -               | \$ -          | \$ -               | \$ 397,325    | \$ -               | \$ 82,225     | \$ -               | \$ 682,275                         |
|                               | 2 Replace VOIP Phone System                                           | 3016   | C/P    | \$ 293,228   | \$ (293,228)       | \$ 126,054    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 126,054                         |
|                               | 3 Replace Enterprise Firewalls                                        | 3019   | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 230,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 230,000                         |
|                               | 4 Data Center Refresh                                                 |        | N      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 337,500    | \$ -               | \$ 337,500                         |
| Airport                       | Replace/repair Perimeter Fencing                                      | 294    | C      | \$ 240,000   | \$ (180,000)       | \$ -          | \$ -               | \$ 400,000    | \$ (400,000)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | Runway 4-22 Reconstruction                                            | 296    | C      | \$ 2,000,000 | \$ (2,000,000)     | \$ 5,000,000  | \$ (5,000,000)     | \$ 4,000,000  | \$ (4,000,000)     | \$ 7,000,000  | \$ (7,000,000)     | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | Above Ground Fuel Farm Compliance<br>Updates                          | 298    | P/N    | \$ -         | \$ -               | \$ 375,000    | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 375,000                         |
|                               | Maintenance and Terminal Building<br>Generators                       | 299    | C      | \$ 200,000   | \$ -               | \$ 100,000    | \$ (100,000)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | Lake Breeze Aviation backup generators                                | 300    | N      | \$ 100,000   | \$ (100,000)       | \$ 150,000    | \$ (150,000)       | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ -                               |
|                               | Reconstruct TWY A                                                     | 297    | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ 1,000,000  | \$ (1,000,000)     | \$ 1,000,000  | \$ (1,000,000)     | \$ 1,000,000  | \$ (1,000,000)     | \$ -          | \$ -               | \$ -                               |
|                               | Airport Snow Removal/Maintenance<br>Equipment Building                | 292    | P      | \$ -         | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 300,000    | \$ -               | \$ 6,000,000  | \$ (1,250,000)     | \$ -          | \$ -               | \$ 5,050,000                       |
| Highway                       | Outlying Highway Shed Building                                        |        |        |              |                    |               |                    |               |                    |               |                    |               |                    |               |                    |                                    |
|                               | Replacement - Cascade Shed                                            | 2962b  | P      | \$ -         | \$ -               | \$ 250,000    | \$ (250,000)       | \$ 9,500,000  | \$ (3,000,000)     | \$ 3,250,000  | \$ -               | \$ -          | \$ -               | \$ -          | \$ -               | \$ 9,750,000                       |
|                               |                                                                       |        |        | \$ 8,887,406 | \$ (3,825,123)     | \$ 15,972,654 | \$ (9,236,237)     | \$ 20,932,940 | \$ (8,899,765)     | \$ 16,597,590 | \$ (8,000,000)     | \$ 14,091,300 | \$ (2,300,000)     | \$ 39,634,725 | \$ -               | \$ 78,793,207                      |
| NET COUNTY BONDED COST        |                                                                       |        |        | \$5,062,283  |                    | \$6,736,417   |                    | \$12,033,175  |                    | \$8,597,590   |                    | \$11,791,300  |                    | \$39,634,725  |                    | \$78,793,207                       |

Priority: Established by Department Head and Liaison Committee  
Project Status Key:  
N - New project  
C - Continuation of a funded project  
P - Previously included in last year's plan (2026 - 2030)

Bond Issue

Fund Balance & Net Position Usage 2027

| Fund         |                                   |
|--------------|-----------------------------------|
| \$ 120,437   | CP Fund Balance                   |
| 75,000       | IT Net Position                   |
| 250,000      | Highway Net Position              |
| 250,000      | Lake Breeze Aviation Net Position |
| 841,500      | RK Net Position                   |
| \$ 1,536,937 |                                   |

**FISCAL NOTE**  
**August 2026**

**Resolution No. 10 (2026/27) RE: 2027 Five-Year Capital Plan**

**Funding:**

This resolution adopts the Five-Year Capital Plan and authorizes bonding for Transportation Department parking lot reconstruction at the Courthouse and Rocky Knoll.

Funding for capital projects approved for 2027 will be incorporated into the 2027 budget, with future-year projects addressed through the respective annual budget process.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "James Webb", is written over a horizontal line.

James Webb, Finance Director  
August 18, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 11 (2026/27)

Re: Approval of Lease Agreement with Sheboygan County Conservation Association to Operate a Pheasant-rearing Facility on Sheboygan County Owned Land

**WHEREAS**, since 1985, through a partnership with the City of Sheboygan (City) the Sheboygan County Conservation Association (SCCA) has raised pheasants on a portion of City parkland property for the entire Sheboygan County (County) populace to hunt at various locations and for population sustainability; and

**WHEREAS**, the SCCA and County have also had a long-standing relationship and have partnered on numerous projects, purchases, and educational programs affecting the County's recreational properties; and

**WHEREAS**, the SCCA has approached the County about relocating the pheasant-rearing facility onto County-owned property, specifically the Gerber Lake property which the SCCA has donated over \$300,000 towards in the past; and

**WHEREAS**, the County and SCCA have negotiated and crafted the attached Lease Agreement for SCCA to place and operate pheasant-rearing facilities on the Gerber Lake property.

**NOW, THEREFORE, BE IT RESOLVED**, the Sheboygan County Board directs the Planning & Conservation Director and County Administrator to sign the lease with the SCCA to operate the pheasant-rearing facilities on the Gerber Lake property.

Respectfully submitted this 18<sup>th</sup> day of August, 2026.

**PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE\***

\_\_\_\_\_  
Rebecca Clarke, Chairperson

\_\_\_\_\_  
John Nelson, Vice-Chairperson

\_\_\_\_\_  
Joe Liebau, Jr., Secretary

\_\_\_\_\_  
David Otte

\_\_\_\_\_  
Brian Smith

Opposed to Introduction:

\_\_\_\_\_  
\*County Board members signing only



**LEASE AGREEMENT  
BETWEEN  
SHEBOYGAN COUNTY  
AND  
SHEBOYGAN COUNTY CONSERVATION ASSOCIATION**

This Lease Agreement (Agreement) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, between Sheboygan County, Wisconsin, a municipal body corporate organized under the laws of the State of Wisconsin ("County") through the Planning and Conservation Department and Sheboygan County Conservation Association, a Wisconsin non-stock corporation ("Association").

**RECITALS**

**WHEREAS**, the Association wishes to operate a pheasant farm at the Premises described in Exhibit A pursuant to a Lease Agreement with the County and the County agrees that doing so is appropriate.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **TERM.** County leases to Association the Premises described in Exhibit A, attached hereto, effective the date of Agreement execution and expiring December 31, 2036. After the initial 10 year Term, this Agreement shall remain in place on a year-by-year basis as provided in Paragraph 3 of this Agreement. Association's right to Premises during the Term of this Agreement is not exclusive. The County may enter upon the Premises at all reasonable hours for purposes that are necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. When possible, County shall provide Association advance notice of its intent to enter upon the Premises so as to minimize any disruption to Association's activities.
2. **RENT & EXPENSES.** Association shall pay the County \$1.00 rent within thirty (30) days of Agreement execution. Association shall be solely responsible for any utility and operation costs associated with the Premises.
3. **AUTOMATIC RENEWAL.** This Agreement shall automatically renew unless either Party gives written notice of non-renewal to the other Party on or before December 31st, of the year prior to expiration, one year and one day before the beginning of the renewed contract term. (For example, should a Party desire not to renew this Agreement after December 31, 2036, the Party must provide notice of non-renewal by December 31, 2034.) If no such notice is given, the Agreement shall continue for one calendar year.
4. **PURPOSE AND USE.** The Premises may be used as a non-commercial game farm suitable for the propagation of pheasants as approved by the Wisconsin Department of Natural Resources. Association shall comply with all applicable laws and regulations in its occupation and use of the Premises. Association shall not utilize the Premises for any other purpose without the County's advance written consent.
5. **IMPROVEMENTS.** Association shall not make any improvements to the Premises without the County's advance written consent and all improvements shall have a total footprint of not more than 1.5 acres. Association shall place educational signage on pheasants and pheasant rearing



on the Premises; the content and location of such signs shall be approved by the County. Such improvements shall be solely at Association expense. All fixtures and improvements shall be removed from the Premises within 30 days after termination of this Agreement. Any fixture or improvements thereafter left at the Premises shall be deemed abandoned and the County may dispose of same as appropriate. Should the County incur expense in disposing of Association's abandoned property, the County shall submit an invoice for costs incurred to Association and Association agrees to pay same within thirty (30) days of receipt. Association shall not erect any signs upon the Premises without the County's advance written consent.

**6. NEW STRUCTURE.** Association may construct a 40 foot by 40 foot pole barn structure ("Structure") on the Premises, with the advanced written consent of the County. Association shall store all equipment or other items related to its operations inside the Structure. Association shall not store equipment or other items unrelated to its operations on the Premises. Association agrees to leave the Structure on the Premises for the County's sole use upon the expiration of this Agreement.

**7. PHEASANT RELEASE.** Association shall release pheasants onto the Premises and the Amsterdam Dunes Preservation Area annually for hunting by the general public, in numbers approved by the County on an annual basis.

**8. ANNUAL REPORT.** Association shall provide an annual in-person report on its operations to the County Planning, Resources, Agriculture & Extension Committee.

**9. STATUS OF PROPERTY.** Association has examined the Premises and accepts it in as-in condition. Association will maintain the Premises in safe and good order consistent with its permitted use.

**10. EXPIRATION & TERMINATION.** Upon expiration of this Agreement, Association understands that it is not entitled to any relocation costs, assistance, or payments of any kind. Upon expiration or termination of this Agreement, Association shall surrender possession peaceably. County may terminate this Agreement for cause if Association fails to perform as set forth herein when such failure is not remedied within thirty (30) days after written notice of default provided to Association by County via first class mail.

**11. LIENS.** During the term of this Agreement, or any extensions thereof, Association shall not suffer nor permit any liens to be filed against the interest of the County in the Premises, and nothing in this Agreement shall be deemed or construed in any way as constituting the County's express or implied consent to any contractor, subcontractor, laborer, materialman, or supplier for this performance of any labor or the furnishing of any materials for any improvement, alteration, or repair to the Premises or any part thereof. The County may demand, and Association shall comply with all reasonable demands, of evidence of payment or financing of all claims for materials and labor furnished for any improvement or alteration to the Premises.

**12. NO ASSIGNMENT.** Association shall not assign or sublet this Agreement or any interest therein without the County's advance written consent. Association shall not mortgage, pledge, or hypothecate this Lease Agreement or any interest herein.

**13. INSURANCE.** Association shall be responsible for maintaining insurance adequate to protect its assets and shall maintain liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such liability policy shall identify "Sheboygan County" as additional insured, shall be primary and noncontributory to any insurance or self-insurance carried

by the County, and shall afford the County at least thirty (30) days' notice prior to any cancellation, modification, or nonrenewal. Association's insurance shall be placed with a responsible insurance company authorized to do business in the State of Wisconsin and shall be in a form commensurate with industry standards for Association's use of the Premises.

**14. HOLD HARMLESS; INDEMNIFICATION.** Association shall defend, hold harmless, and indemnify the County against any and all claims, liabilities, judgments, causes of action, costs, loss, and expense including reasonable attorney's fees imposed upon or incurred by Association arising from or related to the negligent or intentional tortuous acts or omissions of Association's officers, employees, or agents in this Agreement. Association shall promptly notify County of any claim arising under this provision, and Association shall fully cooperate in investigation, resolution, and defense of such claim

This Agreement does not waive any governmental or sovereign immunity. County retains all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 345.05, 893.80, and 895.52.

**15. NOTICE.** Except as otherwise provided by this Agreement, any notice required by this Agreement, or which either party desires to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

**Sheboygan County Planning and Conservation Department**

Attn: Planning and Conservation Director  
508 New York Avenue  
Sheboygan, WI 53081

**Sheboygan County Conservation Association**

P.O. Box 522  
Sheboygan, WI 53082

This Provision shall not be construed as limiting routine business communications between the Parties.

**16. NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any party hereto but the obligation of such party with respect to such future performance shall continue in full force and effect.

**17. SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision of part thereof to other persons or circumstances shall not be affected thereby.

**18. FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this

Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that Association provides the County written notice of such delay and the reasons therefor and further provided that Association acts with due diligence to cure delay and the reasons therefor and further provided that Association acts with due diligence to cure such defect or defects promptly.

**19. DISPUTE RESOLUTION.** The Parties agree to first utilize good faith negotiation to resolve any dispute arising under this Agreement. Should such negotiation fail to resolve the dispute, the parties may, upon mutual agreement, attempt to resolve the dispute via mediation. Alternatively, such dispute shall be resolved in Sheboygan County Circuit Court.

**20. GOVERNING LAW.** The terms of this Agreement shall be governed under the laws of the State of Wisconsin.

**21. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first written above.

**SHEBOYGAN COUNTY**

\_\_\_\_\_  
By: Aaron Brault, Sheboygan County  
Planning and Conservation Department  
Director

**SHEBOYGAN COUNTY CONSERVATION  
ASSOCIATION**

\_\_\_\_\_  
By: Josh McDole, President



Gerber Lake Road

CTHE

General Area for Pheasant-rearing



Gerber Lake

Gerber Lake

N

0 135 270 540 Feet





**FISCAL NOTE**  
**August 2026**

**Resolution No. 11 (2026/27) RE: Approval of Lease Agreement with Sheboygan County Conservation Association to Operate a Pheasant-rearing Facility on Sheboygan County Owned Land**

**Funding:**

This resolution authorizes a lease agreement with the Sheboygan County Conservation Association to operate pheasant-rearing facilities on County-owned Gerber Lake property.

No additional County levy is required by this action.

Respectfully Submitted,



---

James Webb, Finance Director  
August 18, 2026

1                                    **SHEBOYGAN COUNTY    RESOLUTION NO. 12 (2026/27)**

2  
3            Re:    Approving Temporary Limited Easement (TLE) and Permanent  
4                   Limited Easement (PLE) to City of Sheboygan for Southside  
5                   Sewer Project  
6

7  
8            **WHEREAS**, Sheboygan County owns real estate located between CTH OK east  
9 to 12<sup>th</sup> Street in the City of Sheboygan and Town of Wilson which includes a portion of  
10 the high-tension power line utility corridor (“corridor”); and  
11

12            **WHEREAS**, the City of Sheboygan (“City”) is planning for and designing a new  
13 sanitary sewer interceptor project on the south side of the City and has requested  
14 easements within the corridor from the County allowing installation and maintenance of  
15 the sewer line (the “Project”); and  
16

17            **WHEREAS**, the Project consists of approximately 23,000 linear feet of sewer  
18 lines ranging from 18 inches to 42 inches in diameter; and  
19

20            **WHEREAS**, the Project is necessary to support continued development on the  
21 south side of the City; and  
22

23            **WHEREAS**, installing the sanitary sewer lines in the corridor is the least  
24 disruptive and the most direct and efficient route between the south side of the City and  
25 the Sheboygan Regional Wastewater Treatment Facility; and  
26

27            **WHEREAS**, Alliant Energy and American Transmission Company have or will  
28 grant permission to the City for the Project; and  
29

30            **WHEREAS**, the City will require both a temporary limited easement (TLE) and a  
31 permanent limited easement (PLE) to complete the Project; and  
32

33            **WHEREAS**, neither the TLE or PLE impairs the County from performing  
34 maintenance work in the corridor nor from constructing a trail system in the future if it  
35 chooses.  
36

37  
38  
39                                    (The rest of this page intentionally left blank)  
40  
41  
42  
43  
44  
45  
46

**NOW, THEREFORE, BE IT RESOLVED** the Sheboygan County Board grants a sanitary sewer PLE and TLE to the City of Sheboygan and directs the Planning & Conservation Director to sign and implement the TLE and PLE subject to review and approval of the Corporation Counsel.

Respectfully submitted this 18th day of August, 2026.

**PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE\***

\_\_\_\_\_  
Rebecca Clarke, Chairperson

\_\_\_\_\_  
John Nelson, Vice-Chairperson

\_\_\_\_\_  
Joe Liebau, Jr., Secretary

\_\_\_\_\_  
David Otte

\_\_\_\_\_  
Brian Smith

Opposed to Introduction:

\_\_\_\_\_  
\*County Board members signing only

C:\8436\149196

August 10, 2026, draft

## TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
Ipa1552 04/2016 (replaces Ipa1552 08/2011) Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by **SHEBOYGAN COUNTY, a Wisconsin body corporate**, GRANTOR, convey a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for an easement to construct a sanitary sewer across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said easement area to be described as follows

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS 8, 9-A, 9-B, AND 10

The Easement shall terminate on December 31, 2028, or upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to

City of Sheboygan  
rod-docs@sheboyganwi.gov  
City Engineer - Kevin Jump, PE  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number  
Part of 59281430950, 59281430953,  
59281430797, and 59281430882

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Date \_\_\_\_\_

State of Wisconsin )  
 ) ss.  
County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin \_\_\_\_\_

Print or Type Name, Notary Public, State of Wisconsin \_\_\_\_\_

Date Commission Expires \_\_\_\_\_

This instrument was drafted by:  
Kevin Jump, PE  
City of Sheboygan



## PERMANENT SEWER ACCESS EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
Ipa1552 04/2016 (replaces Ipa1552 08/2011) Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by **SHEBOYGAN COUNTY, a Wisconsin body corporate**, GRANTOR, convey a permanent sewer access easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for an easement to construct, install, maintain, operate, repair, inspect, replace, and remove a sanitary sewer below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said easement area to be described as follows

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS 8, 9-A, 9-B, AND 10

The Easement is subject to the following conditions:

1. If the sanitary sewer ceases to exist, function, or is removed, the grantee will proceed with vacating this easement.
2. The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the easement area.
3. The Grantee shall notify the grantor if any maintenance is required in PLE area.
4. The Grantor agrees within the easement area not to construct or place buildings, structures, or other improvements except a trail, trail bridges for the trail, pump track, and other recreational amenities.
5. The Grantor is not restricted from performing environmental restoration activities and/or other maintenance activities within the PLE area.
6. The Grantee agrees to restore any areas that are disturbed as a result of construction, replacement or maintenance in-kind.
7. This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

This space is reserved for recording data

Return to  
City of Sheboygan  
rod-docs@sheboyganwi.gov  
City Engineer - Kevin Jump, PE  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number  
Part of 59281430950, 59281430953,  
59281430797, and 59281430882

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

State of Wisconsin )  
 ) ss.  
County)

On the above date, this instrument was acknowledged before me by the  
named person(s).

\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name, Notary Public, State of Wisconsin

\_\_\_\_\_  
Date Commission Expires

This instrument was drafted by:  
Kevin Jump, PE  
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

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

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

STATE OF WISCONSIN       )  
) SS  
COUNTY OF SHEBOYGAN    )

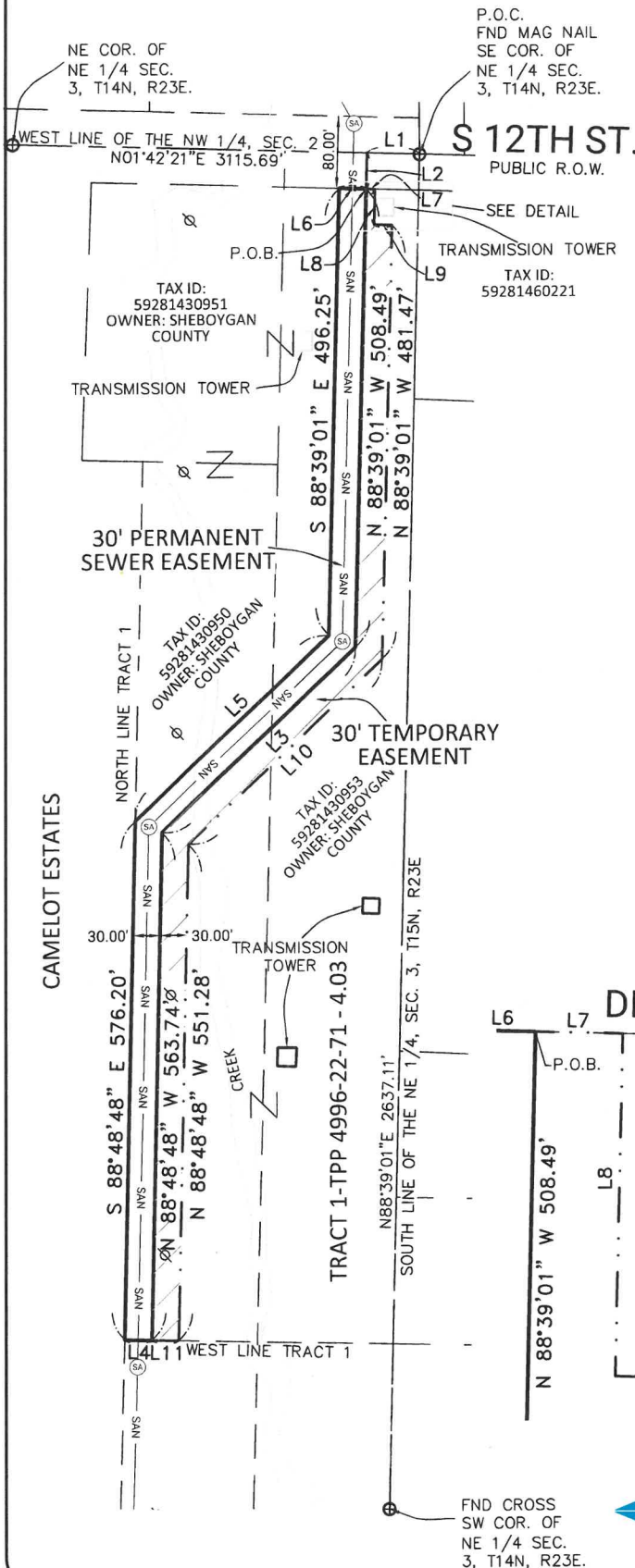
Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Resolution Number \_\_\_\_\_

# EASEMENT EXHIBIT 8



## PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence North 88°39'01" West 508.49 feet; thence North 43°39'01" West 296.18 feet; thence North 88°48'48" West 563.74 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet to the North Line of Tract 1; thence South 88°48'48" East along said North Line of Tract 1 a distance of 576.20 feet; thence South 43°39'01" East 296.23 feet; thence South 88°39'01" East 496.25 feet to the West right-of-way of South 12th St.; thence South 01°42'32" West along the West right-of-way of South 12th St. 30.00 feet to the point of beginning.

Said Lands contain 0.94 acres more or less.

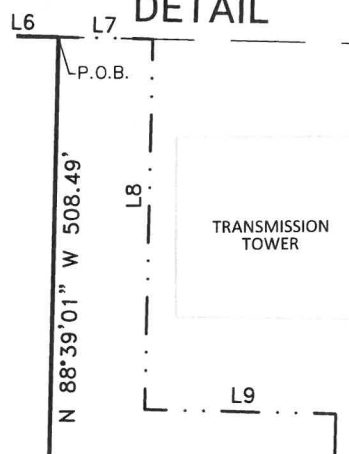
## TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence South 01°42'32" West along the West right-of-way of South 12th St. 10.00 feet; thence North 88°39'01" West 39.26 feet; thence South 01°42'32" West 20.00 feet; thence North 88°39'01" West 481.47 feet; thence North 43°39'01" West 296.13 feet; thence North 88°48'48" West 551.28 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet; thence South 88°48'48" East 563.74 feet; thence South 43°39'01" East 296.18 feet; thence South 88°39'01" East 508.49 feet to the West right-of-way of South 12th St, being the point of beginning.

Said Lands contain 0.92 acres more or less.

## DETAIL



| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Direction   |
| L1         | 59.00  | N01°42'21"E |
| L2         | 40.03  | N88°39'01"W |
| L3         | 296.18 | N43°39'01"W |
| L4         | 30.00  | N01°12'43"E |
| L5         | 296.23 | S43°39'01"E |
| L6         | 30.00  | S01°42'32"W |
| L7         | 10.00  | S01°42'32"W |
| L8         | 39.26  | N88°39'01"W |
| L9         | 20.00  | S01°42'32"W |
| L10        | 296.13 | N43°39'01"W |
| L11        | 30.00  | N01°12'43"E |

## LEGEND



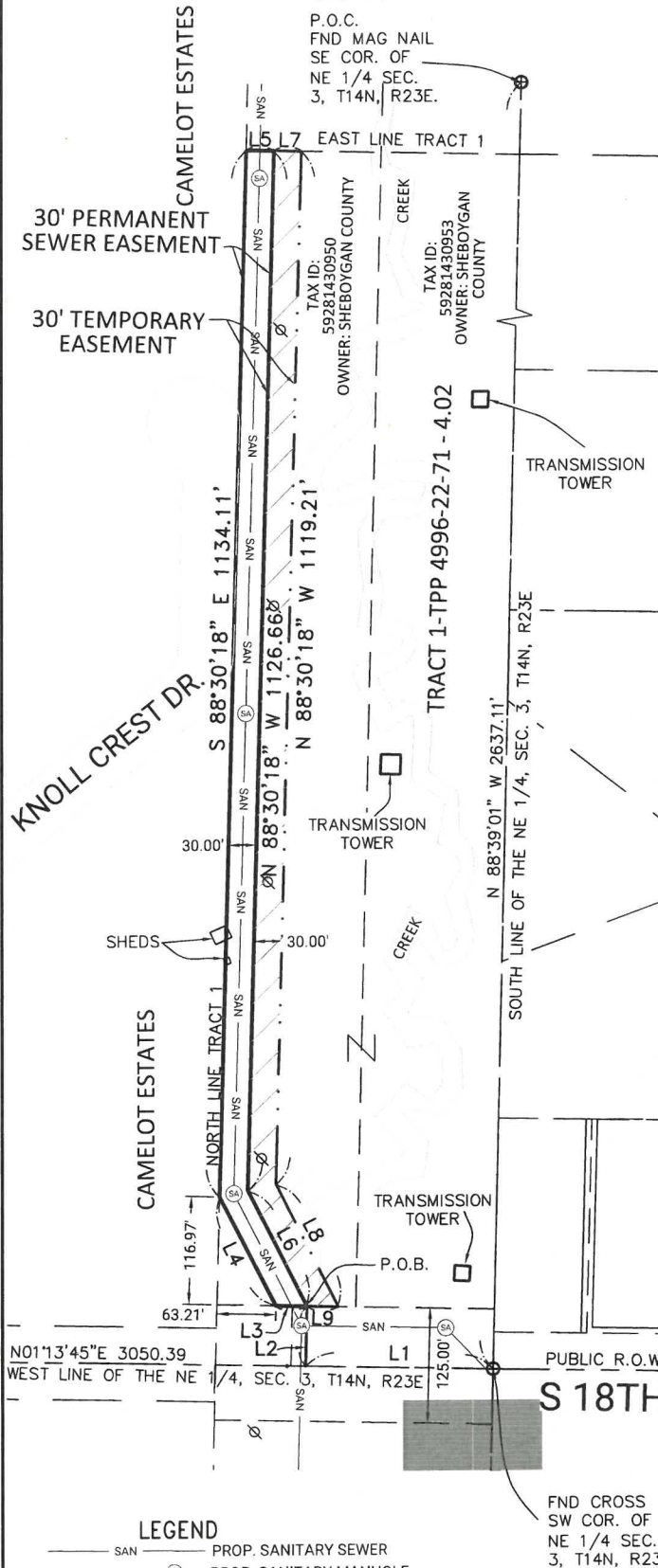
- SAN PROP. SANITARY SEWER
- SA PROP. SANITARY MANHOLE
- Utility Pole

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

|                         |  |                                                                              |  |                           |  |
|-------------------------|--|------------------------------------------------------------------------------|--|---------------------------|--|
| PROJECT ID: 0024S042.01 |  | OWNER: CITY OF SHEBOYGAN<br>828 CENTER AVE., STE 105.<br>SHEBOYGAN, WI 53081 |  | BY: JDS<br>DATE: 05/27/24 |  |
| SHEET: 0 75 150         |  | SURVEYED BY: JDS                                                             |  | PREPARED BY: TJC          |  |
| 1 OF 1                  |  | CHECKED BY: FXA                                                              |  | DATE: 01/07/25            |  |
|                         |  | FIELD BOOK NUMBER                                                            |  |                           |  |

Foth Infrastructure & Environment, LLC  
7044 S. Ballpark Dr. Suite 200  
Franklin, WI 53132  
Phone: 414-336-7900

# EASEMENT EXHIBIT 9-A



## PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01\"

Said Lands contain 0.87 acres more or less.

## TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01\"

Said Lands contain 0.87 acres more or less.

Line Table

| Line # | Length | Direction    |
|--------|--------|--------------|
| L1     | 202.60 | N01°13'45\"E |
| L2     | 65.18  | S88°46'15\"E |
| L3     | 34.05  | N01°16'52\"E |
| L4     | 132.75 | N63°03'31\"E |
| L5     | 30.00  | S01°12'43\"W |
| L6     | 141.25 | S63°03'31\"W |
| L7     | 30.00  | S01°12'43\"W |
| L8     | 149.75 | S63°03'31\"W |
| L9     | 34.05  | N01°16'52\"E |

## LEGEND

- SAN PROP. SANITARY SEWER
- PROP. SANITARY MANHOLE
- UTILITY POLE

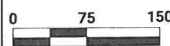
FND CROSS  
SW COR. OF  
NE 1/4 SEC.  
3, T14N, R23E.

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET:

1 OF 2



OWNER:

CITY OF SHEBOYGAN  
828 CENTER AVE., STE 105.  
SHEBOYGAN, WI 53081

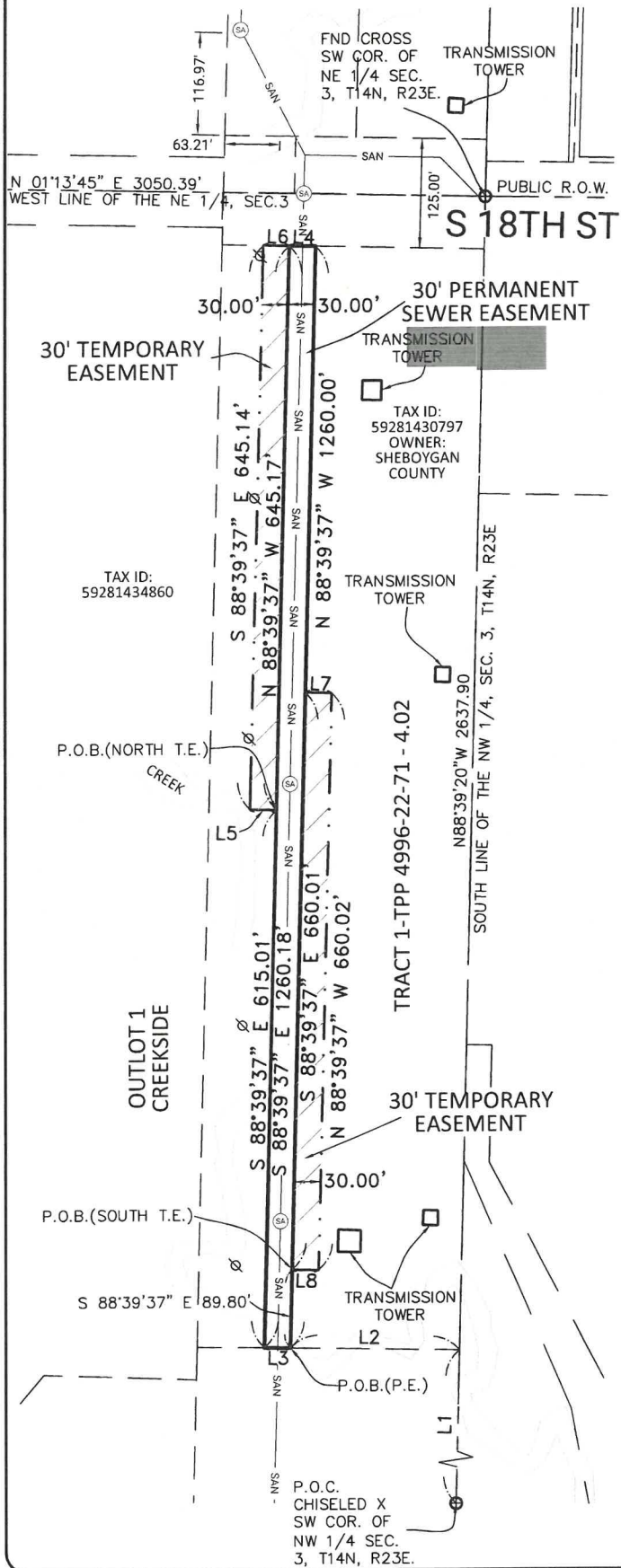
|             | BY  | DATE     |
|-------------|-----|----------|
| SURVEYED BY | JDS | 05/27/24 |
| PREPARED BY | TJC | 01/06/25 |
| CHECKED BY  | FXA | 01/06/25 |
| REVISED     | FXA | 01/14/26 |



Foth Infrastructure & Environment, LLC  
7044 S. Ballpark Dr. Suite 200  
Franklin, WI 53132  
Phone: 414-336-7900



# EASEMENT EXHIBIT 9-B



## PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet to the point of beginning of lands described hereinafter; thence continuing North 00°56'42" East 30.00 feet; thence South 88°39'37" East 1260.18 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 1260.00 feet to the point of beginning.

Said Lands contain 0.87 acres more or less.

## NORTH TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 223.15 feet; thence South 88°39'37" East 615.01 feet to the point of beginning of lands described hereinafter; thence North 01°20'40" East 30.00 feet; thence South 88°39'37" East 645.14 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 645.17 feet to the point of beginning.

Said Lands contain 0.44 acres more or less.

## SOUTH TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet; thence South 88°39'37" East 89.80 feet to the point of beginning of lands described hereinafter; thence continuing South 88°39'37" East 660.01 feet; thence South 01°19'14" West 30.00 feet; thence North 88°39'37" West 660.02 feet; thence North 01°20'40" East 30.00 feet to the point of beginning.

Said Lands contain 0.45 acres more or less.

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L1         | 1319.03 | S88°39'20"E |
| L2         | 193.15  | N00°56'42"E |
| L3         | 30.00   | N00°56'42"E |
| L4         | 30.00   | S01°16'52"W |
| L5         | 30.00   | N01°20'40"E |
| L6         | 30.00   | S01°16'52"W |
| L7         | 30.00   | S01°19'14"W |
| L8         | 30.00   | N01°20'40"E |

## LEGEND

- SAN
- PROP. SANITARY SEWER
- PROP. SANITARY MANHOLE
- UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

|                         |  |                                                                              |  |                                                                                                                       |  |
|-------------------------|--|------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|--|
| PROJECT ID: 0024S042.01 |  | OWNER: CITY OF SHEBOYGAN<br>828 CENTER AVE., STE 105.<br>SHEBOYGAN, WI 53081 |  | BY: JDS<br>DATE: 05/27/24                                                                                             |  |
| SHEET: 2 OF 2           |  | 0 75 150                                                                     |  | PREPARED BY: TJC<br>DATE: 01/06/25                                                                                    |  |
|                         |  |                                                                              |  | CHECKED BY: FXA<br>DATE: 01/07/25                                                                                     |  |
|                         |  |                                                                              |  | FIELD BOOK NUMBER                                                                                                     |  |
|                         |  |                                                                              |  | Foth Infrastructure & Environment, LLC<br>7044 S. Ballpark Dr. Suite 200<br>Franklin, WI 53132<br>Phone: 414-336-7900 |  |



**EASEMENT EXHIBIT 10**

**30' PERMANENT SEWER EASEMENT**

**30' TEMPORARY EASEMENT**

**PHASE 3 CREEKSIDE CONDO**

**TRACT 1-TPP 4996-22-71 - 4.01**

**TRANSMISSION TOWER**

**MOENING RD.**

**S BUSINESS DR.**

**WEST LINE OF THE NW 1/4, SEC. 3, T14N, R23E**

**LINE TABLE**

| Line # | Length | Direction   |
|--------|--------|-------------|
| L1     | 193.15 | N00°56'42"E |
| L2     | 31.25  | N17°37'07"E |
| L3     | 30.00  | S00°56'42"W |
| L4     | 31.25  | N17°37'07"E |
| L5     | 30.00  | S01°20'40"W |

**LEGEND**

- SAN — PROP. SANITARY SEWER
- SA — PROP. SANITARY MANHOLE
- Q — UTILITY POLE

**Note:** Horizontal Datum is based on Sheboygan County Coordinate System.

| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Direction   |
| L1         | 193.15 | N00°56'42"E |
| L2         | 31.25  | N17°37'07"E |
| L3         | 30.00  | S00°56'42"W |
| L4         | 31.25  | N17°37'07"E |
| L5         | 30.00  | S01°20'40W  |



### LEGEND

— SAN — PROP. SANITARY SEWER  
 (SA) PROP. SANITARY MANHOLE  
 ∅ UTILITY POLE

**Note:** Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

**SHEET:**

1 OF 1

OWNER:

CITY OF SHEBOYGAN  
828 CENTER AVE., STE 105.  
SHEBOYGAN, WI 53081

B<sup>1</sup>

**E**

DATE \_\_\_\_\_

SURVEYED BY

JDS

05/27/2

**PREPARED BY**

EYA

01/06/2

|             |  |
|-------------|--|
| PREPARED BY |  |
| CHECKED BY  |  |

1.24

01/07/20

CHECKED BY \_\_\_\_\_  
FIELD BOOK NUMBER \_\_\_\_\_



**Foth Infrastructure & Environment, LLC**  
7044 S. Ballpark Dr. Suite 200  
Franklin, WI 53132  
Phone: 414-336-7900

**FISCAL NOTE**  
**August 2026**

**Resolution No. 12 (2026/27) RE: Approving Temporary Limited Easement (TLE) and  
Permanent Limited Easement (PLE) to City of  
Sheboygan for Southside Sewer Project**

**Funding:**

This resolution grants temporary and permanent limited easements to the City of Sheboygan for the Southside Sewer Project.

No additional County levy is required by this action.

Respectfully Submitted,

A handwritten signature in blue ink that reads "James Webb". The signature is written in a cursive style with a large initial "J" and "W".

---

James Webb, Finance Director  
August 18, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 13 (2026/27)

Re: Authorizing Purchase of 503 Wisconsin Avenue (Parcel No. 59281111395) from Catholic Social Services Archdiocese of Milwaukee, Inc.

**WHEREAS**, Catholic Social Services Archdiocese of Milwaukee, Inc. ("Catholic Charities"), owns real estate located at 503 Wisconsin Avenue, Sheboygan, WI 53081 adjacent to the Sheboygan County Administration Building; and

**WHEREAS**, Catholic Charities wishes to sell such real estate (the "Property") and Sheboygan County wishes to purchase such real estate for a purchase price of Two Hundred Ninety-five Thousand Dollars (\$295,000.00); and

**WHEREAS**, the acquisition of the Property will serve the public interest as a strategic opportunity to integrate the property into the County's long-term facilities plan to address ongoing space needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board approves the Offer to Purchase related to the Property, on file in the County Clerk's Office.

**BE IT FURTHER RESOLVED** the County Administrator is authorized to sign the Offer to Purchase and any other closing documents necessary to complete the terms of the purchase on behalf of the County.

**BE IT FURTHER RESOLVED** the 2026 Budget, as adopted by the Sheboygan County Board on November 4, 2025, is hereby amended to provide for payment of the purchase price and related transactional costs, as well as the cost of razing the existing building and associated site restoration on the Property at an estimated cost of \$250,000 to come from General Fund Unassigned Fund Balance.

Respectfully submitted this 18th day of August, 2026.

**PROPERTY COMMITTEE**

\_\_\_\_\_  
Jon Kuhlow, Chairperson

\_\_\_\_\_  
Brian Smith, Vice-Chairperson

\_\_\_\_\_  
Stephanie Arndt, Secretary

\_\_\_\_\_  
Kurt Jensen

\_\_\_\_\_  
Drew Phillips

Opposed to Introduction:

\_\_\_\_\_  
\*County Board members signing only  
C:8442\519290

August 10, 2026, draft

**WB-15 COMMERCIAL OFFER TO PURCHASE**

ATTORNEY

1 **LICENSEE DRAFTING THIS OFFER ON** July 1, 2026 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Sheboygan County, a Wisconsin body corporate

4 offers to purchase the Property known as 503 Wisconsin Avenue (Parcel No. 59281-111395)

5 \_\_\_\_\_  
6 \_\_\_\_\_ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-  
7 642, or attach as an addendum per line 668] in the City \_\_\_\_\_ of Sheboygan County  
8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Ninety-five Thousand and NO/100  
10 \_\_\_\_\_ Dollars (\$ 295,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: NONE  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-15) and the following: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-  
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

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

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
37 on or before Wednesday, July 22, 2026. Seller may keep the Property  
38 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on OR BEFORE FRIDAY, DECEMBER 11, 2026 BY 4:00 PM

45 \_\_\_\_\_ at the place selected by Seller,  
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
51 **transfer instructions.**

52 **EARNEST MONEY**

53 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer.

54 **If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.**

55 **EARNEST MONEY** of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
56 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

P



67 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

68 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

69 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

69 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
64 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**  
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
87 this Offer except: **NONE OTHER**

88 \_\_\_\_\_ If "Time is of the Essence" applies to a date or Deadline,  
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
93 Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated  
94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and **BUYER WAIVES ITS RIGHT TO RECEIVE**  
96 **A REAL ESTATE CONDITION REPORT.**

97 \_\_\_\_\_  
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

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

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

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

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

Q

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources  
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
173 sliding, settling, earth movement or upheavals.

①



174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on  
176 lines 185-197 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

182 \_\_\_\_\_  
183 \_\_\_\_\_ [insert proposed use and type and  
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or  
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for  
192 the following items related to Buyer's proposed use: \_\_\_\_\_

193 \_\_\_\_\_ or delivering written notice  
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the  
195 cost of Buyer's proposed use described at lines 181-183.

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

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither  
199 stricken) obtaining the following, including all costs: a ☐ ~~CHECK ALL THAT APPLY~~: ☐ rezoning; ☐ conditional use permit;  
200 ☐ variance; ☐ other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183.

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

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
204 providing" if neither is stricken) a \_\_\_\_\_ survey

205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and  
206 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's)

207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
208 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible

209 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_

210 \_\_\_\_\_  
211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:  
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any  
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title  
215 policy.

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially  
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence  
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of  
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to  
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
226 Buyer within \_\_\_\_\_ days ("30" if left blank) after acceptance: ~~CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE~~

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other \_\_\_\_\_

234 \_\_\_\_\_

Q

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

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

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days ("5" if left  
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ■ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
248 291), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days ("30" if  
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

263 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
269 Assessment report and:

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

271 (2) Seller has a right to cure but:

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

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

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

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**  
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

⑨

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

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

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

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

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

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

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

**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**

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

If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has a right to cure but:

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

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

**IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

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

\_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than

\$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.

Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's

required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached

per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

lender's appraiser access to the Property.

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

shall be adjusted as necessary to maintain the term and amortization stated above.

①



**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359.**

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

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

**NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.**

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

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

(1) signed by Buyer; or

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

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

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

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

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

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

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

P

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

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

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

☒ **NO REAL ESTATE TAX PRORATION; PROPERTY IS EXEMPT FROM REAL ESTATE TAXES.**

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill 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 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 estate Firms in this transaction.

#### **TITLE EVIDENCE**

☒ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by special warranty deed (trustee's deed if 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 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed 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 NONE OTHER

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

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

☒ **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 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. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

☒ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)

**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

P

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-  
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
479 or Buyer not more than \_\_\_\_\_ days ("15" if left blank) after acceptance showing title to the Property as of a date  
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens  
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
502 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

503  
504 \_\_\_\_\_ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days ("7" if left blank) before closing, estoppel  
506 letters dated within \_\_\_\_\_ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,  
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease  
508 or tenancy.

#### 509 **DEFINITIONS**

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

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
515 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
535 **building or room dimensions, if material.**



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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
545 ordinary wear and tear and changes agreed upon by Parties.

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

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
561 this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in  
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

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

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

**IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

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

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

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

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

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

**ADDITIONAL PROVISIONS/CONTINGENCIES**

This Offer is contingent upon the approval of the Sheboygan County Board no later than Tuesday, September 15, 2026.

This Offer is contingent upon approval by the Board of Directors of Catholic Charities of the Archdiocese of Milwaukee, Inc. no later than Friday, August 28, 2026.

**TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

**DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

**(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: Paul Eberle

Name of Buyer's recipient for delivery, if any: Alayne Krause, County Administrator, and Attorney Crystal H. Fleber

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

655 Seller: ( ) Buyer: (920 ) 457-8411

656 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
658 address at line 661 or 662.

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

661 Address for Seller: \_\_\_\_\_

662 Address for Buyer: \_\_\_\_\_

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

664 Email Address for Seller: peberle@ccmke.org

665 Email Address for Buyer: alayne.krause@sheboygancounty.com, with copy to crystal.fieber@hopplaw.com

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

668 ☐ **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] Attorney Crystal H. Fieber, Sheboygan County Corporation Counsel

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

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

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

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

682 Buyer Entity Name (if any): Sheboygan County

683 (x) \_\_\_\_\_

684 Buyer's/Authorized Signature ▲ Print Name/Title Here ► By: Alayne Krause, County Administrator

Date ▲

685 (x) \_\_\_\_\_

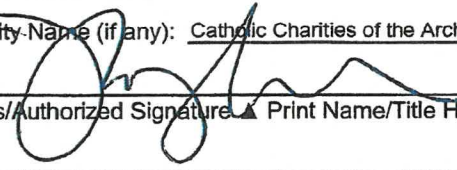
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

687  
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): Catholic Charities of the Archdiocese of Milwaukee

693 (x) \_\_\_\_\_

694 Seller's/Authorized Signature ▲ Print Name/Title Here ► By:  Paul J. Eberle

President & CEO

7-14-2024  
Date ▲

695 (x) \_\_\_\_\_

696 Seller's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

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

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

699 This Offer is rejected \_\_\_\_\_

This Offer is countered [See attached counter] \_\_\_\_\_

700

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲



**FISCAL NOTE**  
**August 2026**

**Resolution No. 13 (2026/27) RE: Authorizing Purchase of 503 Wisconsin Avenue  
(Parcel No. 59281111395) from Catholic Social  
Services Archdiocese of Milwaukee, Inc.**

**Funding:**

This resolution amends the 2026 Budget to fund the \$295,000 purchase price, related transactional costs, and an estimated \$250,000 for demolition and site restoration.

These costs will be funded from General Fund Unassigned Fund Balance.

Respectfully Submitted,



---

James Webb, Finance Director  
August 18, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 14 (2026/27)

Re: **Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Holland, Plymouth and Sheboygan**

**WHEREAS**, state law requires that when Town Boards petition the County Board for bridge or culvert construction aid, the County is required to provide County aid in the amount provided by the statutes [Wis. Stat. § 82.08], and

**WHEREAS**, each township for which Bridge Aid is being requested has provided for the payment of such costs of replacement of said culvert as required by Wis. Stat. § 82.08(3), and

**WHEREAS**, the following towns have filed petitions for aid in the replacement of culverts, each of which has a span greater than thirty-six (36) inches:

| Township                                 | Culvert or Bridge           | Funds Provided by Town | County Aid Required |
|------------------------------------------|-----------------------------|------------------------|---------------------|
| Holland                                  | Hoftiezer Box Culvert #4290 | \$34,837.75            | \$34,837.75         |
| Holland                                  | Palmer Culvert #4320        | \$7,022.41             | \$7,022.41          |
| Holland                                  | Ebbers Rd #4508             | \$2,334.15             | \$2,334.15          |
| Holland                                  | Cedar Ct – Culvert #4228    | \$65,373.75            | \$65,373.75         |
| Town of Plymouth                         | Woodland Rd – Culvert #6826 | \$9,051.31             | \$9,051.31          |
| Town of Sheboygan                        | Meadowbrook – Culvert #5272 | \$11,253.78            | \$11,253.78         |
| <b>Total County Bridge Aid Requested</b> |                             |                        | <b>\$129,873.15</b> |

**NOW, THEREFORE, BE IT RESOLVED**, that the Sheboygan County Board does hereby appropriate the sum of one hundred twenty-nine thousand eight hundred seventy-three dollars and fifteen cents (\$129,873.15) to defray Sheboygan County's share of the above projects.

**BE IT FURTHER RESOLVED** that a tax be levied as part of the 2027 County tax levy, but only upon such property in the County as authorized by law.

Respectfully submitted this 18<sup>th</sup> day of August, 2026.

**TRANSPORTATION COMMITTEE**

\_\_\_\_\_  
Jacqueline Veldman, Chairperson

\_\_\_\_\_  
Jon Kuhlow, Vice-Chairperson

\_\_\_\_\_  
Jay Vander Weele, Secretary

\_\_\_\_\_  
Vernon Koch

\_\_\_\_\_  
Thomas Wegner

Opposed to Introduction:



**FISCAL NOTE**  
**August 2026**

**Resolution No. 14 (2026/27) RE: Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Holland, Plymouth and Sheboygan**

**Funding:**

This resolution appropriates \$129,873.15 as Sheboygan County's share of the identified culvert and bridge replacement projects in the Towns of Holland, Plymouth and Sheboygan.

The County share will be levied as part of the 2027 County tax levy, as authorized by law.

Respectfully Submitted,



---

James Webb, Finance Director  
August 18, 2026