

NOTICE OF MEETING

SHEBOYGAN COUNTY BOARD OF SUPERVISORS

Administration Building
508 New York Avenue
Conference Room 302
Sheboygan WI

Remote Access: meet.google.com/wey-ccnd-peo

Join by phone: [+1 541-714-3886](tel:+15417143886)

PIN: 461054971#

TUESDAY, September 15, 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 – Vice-Chairperson Curt Brauer

CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AUGUST 18, 2026 JOURNAL

CONSIDERATION OF RE-APPOINTMENT BY COUNTY ADMINISTRATOR

Airport Advisory Committee

John Kelchen, 444 Highland Avenue, Kohler
(Representing Kohler Company)

PRESENTATIONS – NONE

PUBLIC ADDRESSES

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

LETTERS, COMMUNICATIONS AND ANNOUNCEMENTS

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

Posted 09/11/2026 @ 2:30 PM

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. 08** (2026/27) Re: Adoption of 401(a) Retirement Plan
Committee Recommendation: File with the Clerk
Signed in Opposition: None
- Resolution No. 10** (2026/27) Re: 2027 Five-Year Capital Plan
Committee Recommendation: Adopt
Signed in Opposition: None
- Resolution No. 12** (2026/27) Re: Approving Temporary Limited Easement (TLE) and Permanent Limited Easement (PLE) to City of Sheboygan for Southside Sewer Project
Committee Recommendation: Adopt
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE

- Resolution No. 13** (2026/27) Re: Authorizing Purchase of 503 Wisconsin Avenue (Parcel 59281111395) from Catholic Social Services Archdiocese of Milwaukee, Inc.
Committee Recommendation: Adopt
Signed in Opposition: None
- Resolution No. 14** (2026/27) Re: Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Holland, Plymouth and Sheboygan
Committee Recommendation: Adopt
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS – PROPERTY COMMITTEE

- 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
Committee Recommendation: Adopt
Signed in Opposition: None

RESOLUTIONS INTRODUCED

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

Resolution No. 15 (2026/27) (From Law Committee)

Re: Authorizing Application for Fiscal Year 2026 Justice Assistance Grant Program Award (Local Solicitation and Entering into Memorandum of Understanding with City of Sheboygan

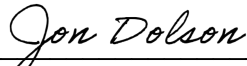
Resolution No. 16 (2026/27) (From Law Committee)

Re: Authorizing Land Swap for Communications Tower in the Town of Scott

ORDINANCES INTRODUCED - NONE

ADJOURNMENT

Respectfully submitted this 11th day of September, 2026.



JON DOLSON, COUNTY CLERK

* * * * *

NOTES:

Reminder: Expense sheets for the period ending September 15, 2026 are due in the County Clerk's Office no later than Tuesday, September 15, 2026. Please include this meeting on your current expense sheet!

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

August 18, 2026

Pursuant to Wis. Stat. § 59.11, the August 18, 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 August 14, 2026 at 3:00 p.m. in compliance with the open meeting law. The meeting opened with the Pledge of Allegiance by all present.

The roll call was taken and recorded with 23 Supervisors present, 2 Supervisors attended remotely: Supervisors Clarke, and Schobert; Absent: 2, Supervisors Smith, and Veldman.

Supervisor Wegner moved for approval of the July 21, 2026 Journal, which was distributed to all supervisors prior to the meeting. The motion was seconded by Supervisor Gruber and carried on unanimous roll call vote of the board.

APPOINTMENTS

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

Affirmative Action Commission

Clarissa Roberts, 1011 North 8th Street, Sheboygan

Aging & Disability Advisory Committee

Edward Procek, 1230 South 13th Street, Sheboygan

Rachel Scholler, 1004 Ollie Lane, Plymouth

Supervisor Koch moved to concur with the appointments by the County Administrator. The motion was seconded by Supervisor Ellis and carried on unanimous roll call vote of the board.

PRESENTATIONS

Bryan Olson, Transportation Director – Overview of Highway Division Work

Supervisor Schobert left the meeting at 6:15 p.m.

PUBLIC ADDRESS - NONE

LETTERS AND COMMUNICATIONS

The Clerk presented a resolution from the Waushara County Board of Supervisors urging our State Legislature and Governor to expand the definition of “Forfeiture Expenses” to include drug-related treatment, diversion, and law enforcement program costs. By Chairperson referred to the Law Committee.

The Clerk presented resolutions from the Clark, Green, Monroe, and Wood County Boards of Supervisors encouraging and supporting an increase in general purpose revenue funding to support local health departments. By Chairperson received for information.

COUNTY ADMINISTRATOR'S REPORT

County Administrator Alayne Krause thanked Bryan Olson for his presentation. Ms. Krause gave a power point presentation overview of the following items that were in the packet for consideration at the meeting: Resolution No. 06-Approving Standard Intergovernmental Agreement for 2027 County Sales Tax Revenue-Sharing along with the annual report on sales tax revenue received, Resolution No. 09-Adopting the 2026 Sheboygan County Broughton Marsh Management Plan, Resolution No. 07-Renewing Corporation Counsel Contract, and Ordinance No. 01-Repealing and Recreating Chapter 45 – Meal and Mileage Reimbursement Rates.

COMMITTEE REPORTS

The Clerk read the report of the Executive Committee regarding **Resolution No. 06 (2026/27) Approving Standard Intergovernmental Agreement for 2027 County Sales Tax Revenue-Sharing** recommending adoption.

Supervisor Wegner moved to adopt the resolution. The motion was seconded by Supervisor Vander Weele and carried on unanimous roll call vote of the board.

The Clerk read the report of the Executive Committee regarding **Resolution No. 08 (2026/27) Adoption of 401(a) Retirement Plan** recommending additional time be granted until the September 15, 2026 County Board meeting to consider the matter.

Chairperson Abler granted additional time to the Executive Committee to consider the matter.

The Clerk read the report of the Executive Committee regarding **Resolution No. 09 (2026/27) Adopting the 2026 Sheboygan County Broughton Marsh Management Plan** recommending adoption.

Supervisor J. Nelson moved to adopt the resolution. Supervisor Kuhlow seconded the motion which carried on unanimous roll call vote of the board.

The Clerk read the report of the Finance Committee regarding **Resolution No. 07 (2026/27) Renewing Corporation Counsel Contract** recommending adoption.

Supervisor Goehring moved to adopt the resolution. The motion was seconded by Supervisor Koch 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 amending per the committee report and enact as amended.

Supervisor Wegner moved to amend per the committee report and enact as amended. Supervisor Koch 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. 10 (2026/27) Re: 2027 Five-Year Capital Plan referred to the Executive Committee.

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 referred to the Property Committee.

Resolution No. 12 (2026/27) Re: Approving Temporary Limited Easement (TLE) and Permanent Limited Easement (PLE) to City of Sheboygan for Southside Sewer Project referred to the Executive Committee.

Resolution No. 13 (2026/27) Re: Authorizing Purchase of 503 Wisconsin Avenue (Parcel 59281111395) from Catholic Social Services Archdiocese of Milwaukee, Inc. referred to the Finance Committee.

Resolution No. 14 (2026/27) Re: Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Holland, Plymouth and Sheboygan referred to the Finance Committee.

ADJOURNMENT

Supervisor Goehring moved to adjourn. Supervisor Otte seconded the motion which carried on unanimous roll call vote of the board. The meeting was adjourned at 6:42 p.m. **The next scheduled meeting is Tuesday, September 15, 2026 at 6:00 p.m.**

RESOLUTION NO. 16-06-26
RESOLUTION URGING THE WISCONSIN COUNTIES ASSOCIATION AND THE
WISCONSIN LEGISLATURE TO EXPAND THE DEFINITION OF
"FORFEITURE EXPENSES" UNDER WIS. STAT. § 961.55
TO INCLUDE DRUG-RELATED TREATMENT, DIVERSION, AND
LAW ENFORCEMENT PROGRAM COSTS

WHEREAS, Wisconsin Statute § 961.55 permits law enforcement agencies to retain up to 50 percent of drug-related forfeiture proceeds to pay "forfeiture expenses," which are currently defined narrowly as the proper expenses of the proceedings for forfeiture and sale, including expenses of seizure, maintenance of custody, advertising, court costs, and the costs of investigation and prosecution reasonably incurred; and

WHEREAS, the remaining proceeds from drug-related forfeitures under state law are deposited into the Wisconsin Common School Fund pursuant to Article X, Section 2 of the Wisconsin Constitution, leaving no mechanism for counties to direct forfeiture proceeds toward programs that directly address the causes and consequences of drug-related criminal activity; and

WHEREAS, Wisconsin counties bear significant financial responsibility for operating treatment courts, funding treatment court probation officers and human services workers assigned to drug-related cases, and providing continuing education for Health and Human Services employees involved in substance abuse diversion and treatment programs—all of which are direct operational costs of processing, adjudicating, and resolving drug-related offenses; and

WHEREAS, treatment courts are a proven, cost-effective alternative to incarceration for non-violent, drug-involved individuals, reducing recidivism and long-term criminal justice costs, and their continued operation depends on stable, adequate funding for program administration, case management, and judicial oversight; and

WHEREAS, county law enforcement agencies incur substantial costs for undercover surveillance equipment, electronic tracking equipment, Drug Recognition Expert (DRE) training, and Advanced Roadside Impaired Driving Enforcement (ARIDE) training—all of which are essential tools and competencies for the investigation and prosecution of drug-related offenses; and

WHEREAS, the current narrow definition of "forfeiture expenses" fails to reflect the full range of costs directly incurred by counties in investigating, prosecuting, and providing court-ordered dispositions for drug-related offenses, leaving counties unable to use seized drug proceeds for programs that are integral to the drug case continuum from arrest through successful treatment completion; and

WHEREAS, an expanded definition of "forfeiture expenses" would remain within the existing 50 percent cap established under Wis. Stat. § 961.55(5)(b), ensuring the Common School Fund continues to receive a meaningful share of forfeiture proceeds consistent with the Wisconsin Supreme Court's 1973 ruling regarding Article X, Section 2 of the Wisconsin Constitution; and

WHEREAS, allowing counties to reinvest drug forfeiture proceeds into the treatment, diversion, and enforcement programs that directly arise from drug-related criminal activity reflects sound public policy, promotes fiscal responsibility, and advances the goals of public safety and community wellbeing; and

WHEREAS, the Wisconsin Counties Association (WCA) serves as the foremost voice of county officials representing all 72 counties in Wisconsin and is well-positioned to advocate before the Wisconsin Legislature and the Governor for statutory changes that reduce unfunded burdens on county governments; and

NOW, THEREFORE, BE IT RESOLVED by the Waushara County Board of Supervisors that Waushara County urges the Wisconsin Legislature to amend Wis. Stat. § 961.55 to expand the definition of "forfeiture expenses" to expressly include the following costs when directly incurred in connection with the prosecution or court-ordered disposition of drug-related offenses:

1. Costs of operating treatment court programs, including program administration and judicial oversight;
2. Salaries and associated costs for treatment court probation officers assigned to drug-related cases;
3. Salaries and associated costs for human services workers assigned to drug-related cases and treatment court participants;
4. Continuing education and training expenses for Health and Human Services employees involved in substance abuse diversion and treatment programs;
5. Purchase and maintenance of undercover surveillance equipment used in drug-related investigations;
6. Purchase and maintenance of electronic tracking equipment used in drug-related investigations; and
7. Drug Recognition Expert (DRE) training and Advanced Roadside Impaired Driving Enforcement (ARIDE) training for law enforcement officers.

BE IT FURTHER RESOLVED that the Waushara County Board of Supervisors respectfully requests that the Wisconsin Counties Association advocate before the Wisconsin Legislature and the Governor for passage of legislation amending Wis. Stat. § 961.55 consistent with the foregoing, and that WCA request the nonpartisan Wisconsin Legislative Council analyze the constitutional parameters of such an expansion to ensure that the Common School Fund continues to receive a meaningful share of forfeiture proceeds consistent with Article X, Section 2 of the Wisconsin Constitution and applicable Wisconsin Supreme Court precedent.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication and that a copy be forwarded to the Wisconsin Counties Association, the Governor, all local and state legislators who represent the citizens of Waushara County, and all county boards in the State of Wisconsin for their consideration, support, and action.

Resolution No. 16-06 -26

Ayes 11 Nays 0 Abstain 0 Absent 0 [] Voice Vote

☒ Approved and adopted this 16th day of May, 2026.

☐ Denied this 16th day of May, 2026.

Clark County, WI  Founded in 1853	Type/Number	Resolution 21-7-26			
	Title	Supporting Sustainable Funding for Local Public Health Departments			
	Overview/Synopsis	Encouraging and supporting an increase in general purpose revenue funding to support local health departments			
	Submitted By	Board of Health			
	Fiscal Impact	None			
	Review (Initial & Date)	Legal	Amj 7/17/26	Finance	LJR 7/20/2026

WHEREAS, in Wisconsin, local health departments (LHDs) are legally required to provide a core set of public health services under Wisconsin Statutes Chapter 251, Wisconsin Administrative Code Chapter DHS 140, and other applicable statutes; and

WHEREAS, responsibilities of LHDs have expanded significantly in recent years due to emerging public health threats, workforce shortages, and increasing community health needs; and

WHEREAS, local health departments rely heavily on a combination of limited state aids, categorical grants, and local property tax levy to fund these mandated services; and

WHEREAS, current state funding mechanisms for public health are largely outdated, not indexed to inflation, and do not reflect the true cost of delivering foundational public health services; and

WHEREAS, the State of Wisconsin currently ranks 49th lowest in state dollars dedicated to public health per person (https://www.americashealthrankings.org/explore/measures/PH_funding); and

WHEREAS, Public health initiatives consistently deliver high returns on investment (ROI), with recent data showing a median ROI of 14.3 to 1, often saving \$14 in medical and societal costs for every \$1 spent (<https://www.pew.org/en/research-and-analysis/articles/2025/07/08/public-health-initiatives-deliver-big-returns-on-investment>); and

WHEREAS, reliance on short-term, restricted, or competitive grant funding creates instability and limits long-term planning for LHDs; and

WHEREAS, counties bear a disproportionate share of the financial burden for providing foundational public health services to Wisconsin residents, placing additional pressure on local property taxpayers; and

WHEREAS, a strong and adequately funded public health system is essential to protect the health, safety, and economic stability of Wisconsin residents and communities;

NOW, THEREFORE, BE IT RESOLVED that the Clark County Board of Supervisors supports continuing to build and retain public health infrastructure in Wisconsin through increased and flexible funding dedicated to local county health departments; and

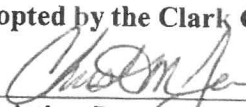
29 **BE IT FURTHER RESOLVED** that such a funding model should:

- 30 • Provide increased General Purpose Revenue (GPR) support for local health
31 departments
32 • Include automatic inflationary adjustments
33 • Allow for flexible use of funds to meet local needs
34 • Reduce reliance on short-term, restricted, and/or competitive grants
35

36 **BE IT FURTHER RESOLVED** that the Clark County Board of Supervisors recognizes public
37 health as a core governmental function and supports sustained investment in public health
38 services to ensure consistent service delivery across all jurisdictions throughout Wisconsin;
39 and

40 **BE IT FURTHER RESOLVED** Clark County Board of Supervisors supports the Wisconsin
41 Counties Association in advocating for policies that reduce the reliance on local property tax
42 levy to fund foundational local public health services; and

43 **BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the Governor of
44 Wisconsin, members of the Wisconsin State Legislature, the Wisconsin Department of Health
45 Services, and all Wisconsin counties.

Committee/Board/Supervisor Action	
Committee/Board/Supervisor Name:	Board of Health
Result/Date:	Approved 6/19/2026
Mover:	Supervisor Doris Bakker
Second:	Susan Backaus
Ayes:	Supervisors Smagacz, Stoecker, Bakker and Hasz. Kelsey Halopka, Susan Backaus, Jean Ketterhagen & Kristin Weiler-Nytes
Nayes:	Supervisor Horvath
Absent:	None
Clark County Board of Supervisors Action	
Vote Required:	Majority
Result/Date:	Adopted 07/16/2026
Type of Vote:	Roll Call: 17 yes, 6 no, 6 absent
Mover:	Supervisor Tyznik
Second:	Supervisor Kodl
Ayes:	Brodhagen, Kallberg, Klabon, Waichulis, Hoff, Kodl, Kolzow, Jalling, Tyznik, Bower, Krempasky, Stoecker, Bobrofsky, Smagacz, Trunkel, Gerhardt & Sebesta
Nayes:	Supervisors Martin, Schindler, Johnson, Horvath, Boon & Garbisch
Absent:	Supervisors Thielman, Ryan & Riley Ashbeck, Hasz, Bakker & Pralle
I, Christina M. Jensen, Clerk for Clark County, hereby certify that Resolution 21-7-26 was adopted by the Clark County Board of Supervisors at the meeting held on July 16, 2026.	
	
Christina Jensen Clark County Clerk Neillsville, Wisconsin 54456	
SEAL	



SHEBOYGAN COUNTY

Alayne Krause
County Administrator

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Alayne Krause, Sheboygan County Administrator, pursuant to Chapter 65 of the Sheboygan County Code of Ordinances, do hereby submit for your confirmation the following re-appointment to the Airport Advisory Committee to serve a two-year term expiring September, 2028:

John Kelchen, 444 Highland Ave, Kohler, WI 53044
(Representing Kohler Company)

Respectfully submitted this 15th day of September, 2026.

Alayne Krause, County Administrator

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.

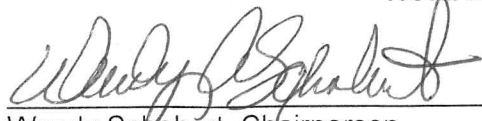
BE IT FURTHER RESOLVED, that the County Administrator is authorized to execute the Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan. The Sheboygan County Human Resources Department will maintain a copy of the approved Plan in its files.

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

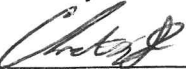
BE IT FURTHER RESOLVED, that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Respectfully submitted this 21st day of July, 2026.

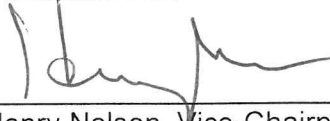
HUMAN RESOURCES COMMITTEE



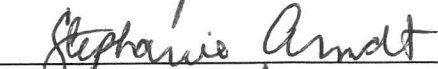
Wendy Schobert, Chairperson



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, appearing to read "James Webb".

James Webb, Finance Director

July 21, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 10 (2026/27)

Re: 2027 Five-Year Capital Plan

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



William C. Goehring, Secretary



Thomas Wegner, Vice-Chairperson



Curt Brauer



Gerald Jorgensen

Opposed to Introduction:

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 that reads "James Webb". The signature is stylized with a large initial "J" and a cursive "Webb".

James Webb, Finance Director
August 18, 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.

Project Area	Five Year Capital Plan Project Title	Proj #	Status	Prior Years		2027		2028		2029		2030		2031		2027-2031 County Bonded Cost
				Budget	Reimbursement	Budget	Reimbursement	Budget	Reimbursement	Budget	Reimbursement	Budget	Reimbursement	Budget	Reimbursement	
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 (Sheboygan to Plymouth)	916	P	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	4 Shoreland 400 Trail/Southside Utility Corridor Trail Maintenance	923	P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ (50,000)	\$ -	\$ -	\$ 100,000
	5 Old Plank Road Trail Maintenance (Greenbush to County Line)		N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Building Services	1 Fire Alarm System Replacement		N	\$ -	\$ -	\$ 875,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875,000
	2 County-Wide HVAC Infrastructure 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 Modernization		N	\$ -	\$ -	\$ 215,000	\$ -	\$ 384,000	\$ -	\$ 1,000,000	\$ -	\$ 1,232,000	\$ -	\$ -	\$ -	\$ 2,831,000
	4 Design for Health & Human Services Facility		N	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	5 UW - Green Bay, Sheboygan Fine Arts 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 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 Renovation	1073	P	\$ -	\$ -	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,000
	12 Administration Building Exterior 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
Rocky Good 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 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 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	1 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 Updates	298	P/N	\$ -	\$ -	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375,000
	Maintenance and Terminal Building 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 Equipment Building	292	P	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 6,000,000	\$ (1,250,000)	\$ -	\$ -	\$ 5,050,000
Highways	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

Bond Issue

\$18,769,592

\$20,388,890

\$39,634,725

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)

Fund Balance & Net Position Usage 2027

Amt	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	

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 12th 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

47 **NOW, THEREFORE, BE IT RESOLVED** the Sheboygan County Board grants
48 a sanitary sewer PLE and TLE to the City of Sheboygan and directs the Planning &
49 Conservation Director to sign and implement the TLE and PLE subject to review and
50 approval of the Corporation Counsel.
51

52
53 Respectfully submitted this 18th day of August, 2026.
54

55
56 **PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE***
57

58
59
60 _____
61 Rebecca Clarke, Chairperson

58
59
60 _____
61 John Nelson, Vice-Chairperson

62
63 _____
64 Joe Liebau, Jr., Secretary

62
63 _____
64 David Otte

65
66 _____
67 Brian Smith

68 Opposed to Introduction:
69

70
71 _____
72 *County Board members signing only

73
74 C:8436\149196

August 10, 2026, draft

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 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.]
lpa1552 04/2016 (replaces lpa1552 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)
County) ss.

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

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 _____

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

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.

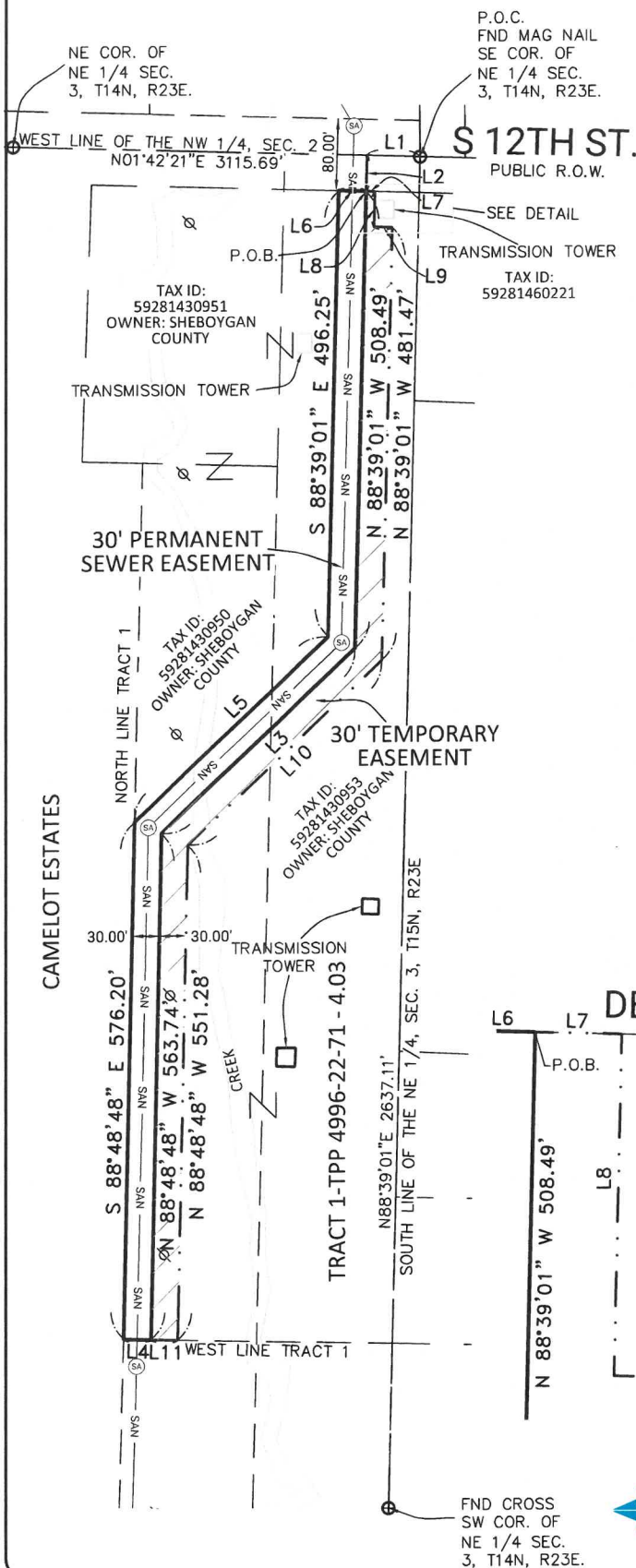
Said Lands contain 0.94 acres more or less.

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.



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

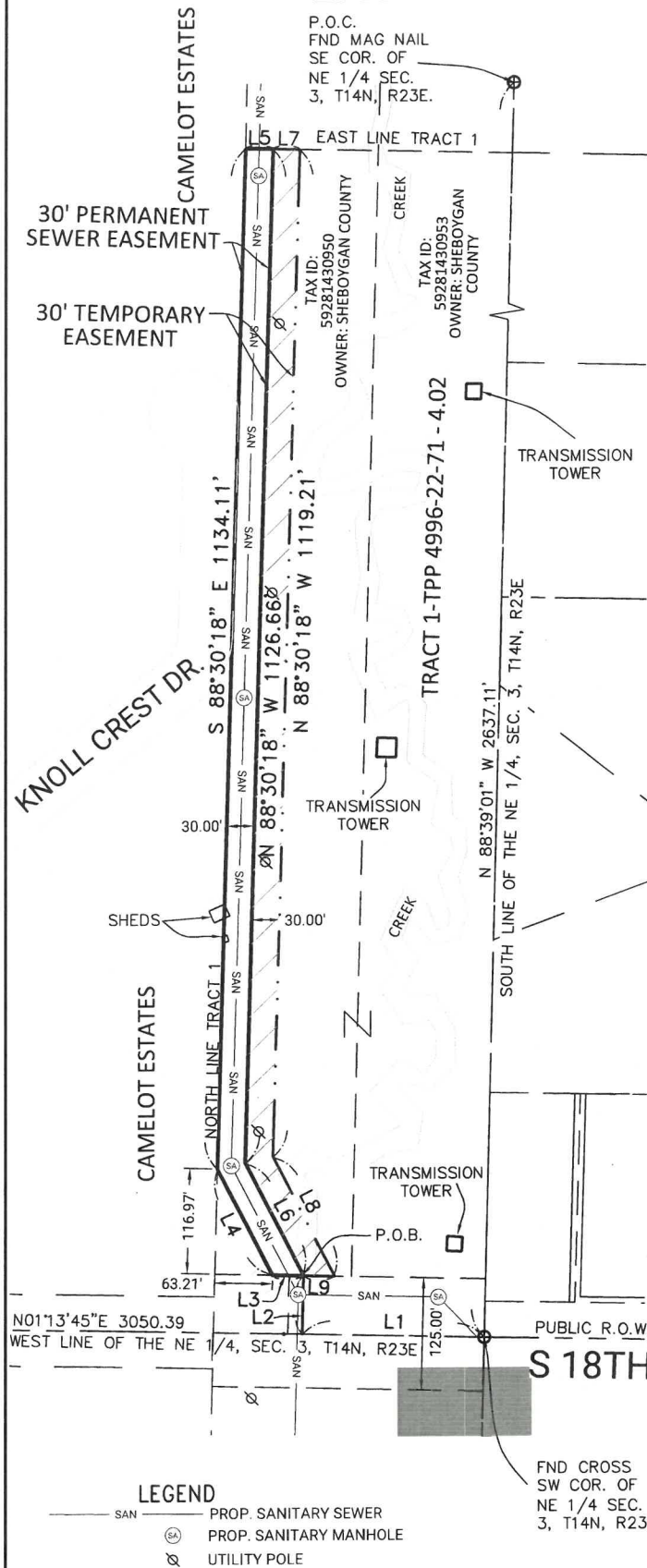
PROP. SANITARY MANHOLE

UTILITY POLE

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

PROJECT ID: 0024S042.01		OWNER:		BY	DATE	 Foth Infrastructure & Environment, LLC 7044 S. Ballpark Dr., Suite 200 Franklin, WI 53132 Phone: 414-336-7900
SHEET: 1 OF 1		CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081	SURVEYED BY	JDS	05/27/24	
			PREPARED BY	TJC	01/06/25	
			CHECKED BY	FXA	01/07/25	
			FIELD BOOK NUMBER			

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\"
L2	65.18	S88°46'15\"
L3	34.05	N01°16'52\"
L4	132.75	N63°03'31\"
L5	30.00	S01°12'43\"
L6	141.25	S63°03'31\"
L7	30.00	S01°12'43\"
L8	149.75	S63°03'31\"
L9	34.05	N01°16'52\"

LEGEND

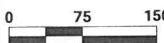
- SAN — PROP. SANITARY SEWER
- ⊙ PROP. SANITARY MANHOLE
- ⊙ UTILITY POLE

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



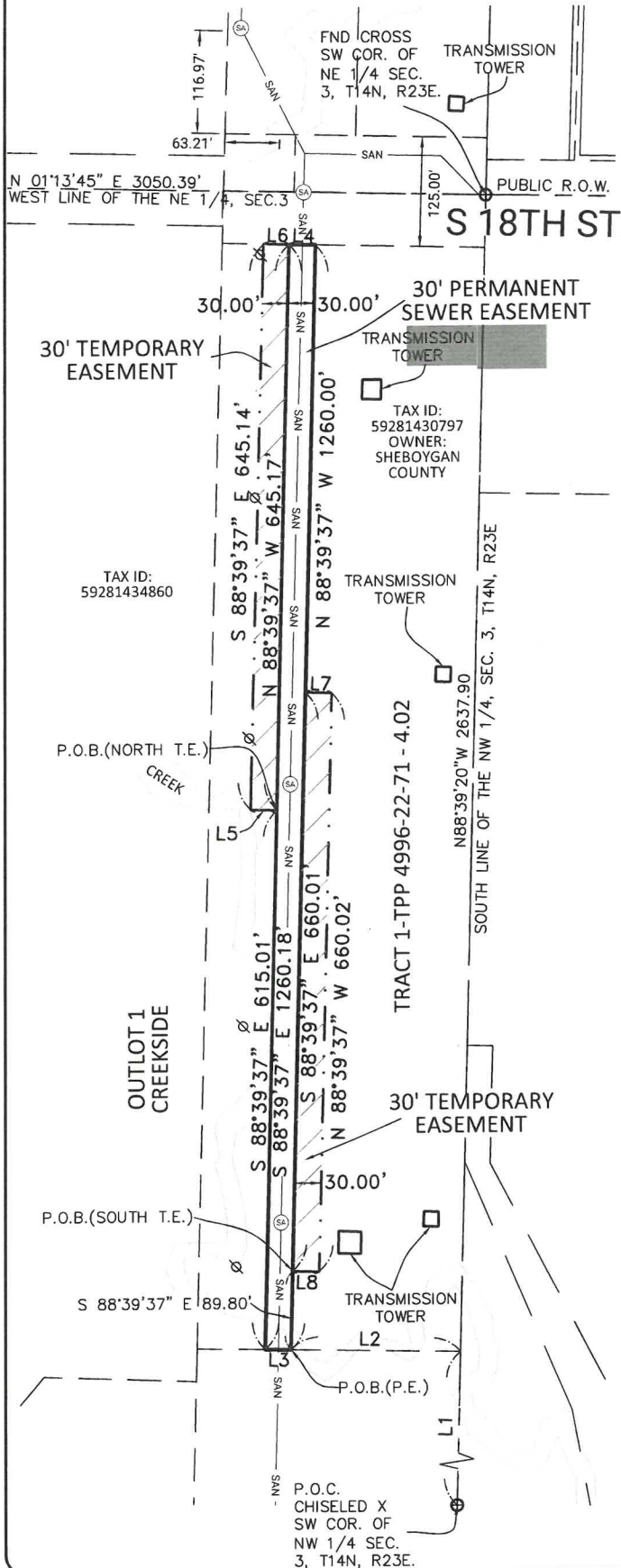
OWNER:
CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

	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 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081		BY: JDS	DATE: 05/27/24
SHEET: 2 OF 2		SURVEYED BY: TJC		01/06/25	
		CHECKED BY: FXA		01/07/25	
		FIELD BOOK NUMBER			

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

PHASE 3 CREEKSIDE CONDO

L1
L2
L3
L4
L5

30' PERMANENT SEWER EASEMENT

30' TEMPORARY EASEMENT

P.O.B.(T.E.)

N 88°39'37" W 424.99'

S 88°39'37" E 1234.36'

N 88°39'37" W 1243.12'

N 88°39'37" E 1668.11'

N 88°39'37" W 1677.08'

TAX ID:
59281430797
OWNER:
SHEBOYGAN COUNTY

FND CROSS
SE COR. OF
NW 1/4 SEC.
3, T14N, R23E

S88°39'20"E 2637.90

TRACT 1-TPP 4996-22-71 - 4.01

S 88°39'20" E 1319.03'

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

TRANSMISSION TOWER

TRANSMISSION TOWER

TRANSMISSION TOWER

TRANSMISSION TOWER

P.O.C.
CHISELED X
SW COR. OF
NW 1/4 SEC.
3, T14N, R23E

Moening RD.

PUBLIC R.O.W.

S BUSINESS DR.

WEST LINE OF THE
NW 1/4, SEC. 3
N00°40'49"E 2977.70

Said Lands contain 0.85 acres more or less.

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



SAN PROP. SANITARY SEWER
 (SA) PROP. SANITARY MANHOLE
 U UTILITY POLE

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

PROJECT ID: 0024S042.01		OWNER:		BY	DATE	 Foth Infrastructure & Environment, LLC 7044 S. Ballpark Dr. Suite 200 Franklin, WI 53132 Phone: 414-336-7900
SHEET: 1 OF 1		CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081	SURVEYED BY	JDS	05/27/24	
			PREPARED BY	FXA	01/06/25	
			CHECKED BY	AJM	01/07/25	
			FIELD BOOK NUMBER			

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,



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.

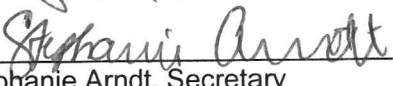
BE IT FURTHER RESOLVED the County Administrator is authorized to sign the Offer to Purchase and any other closing documents necessary to complete the terms of the purchase on behalf of the County.

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.

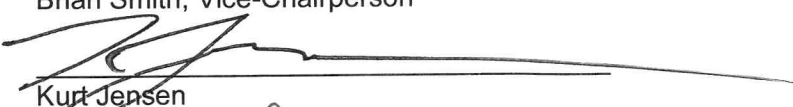
Respectfully submitted this 18th day of August, 2026.

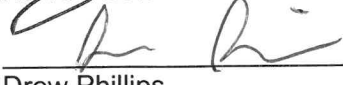
PROPERTY COMMITTEE


Jon Kuhl, Chairperson


Stephanie Arndt, Secretary

Brian Smith, Vice-Chairperson


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.

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57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
58 _____) **STRIKE THOSE NOT APPLICABLE**

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

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **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,

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- 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.

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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 _____

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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.

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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

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

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

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

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

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

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

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

433
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

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

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

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

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

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

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

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

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 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
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by special warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 NONE OTHER

461
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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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.**

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

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear and changes agreed upon by Parties.

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

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

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

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

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

625 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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

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

633 _____

634 _____

635 _____

636 _____

637 _____

638 _____

639 _____

640 _____

641 _____

642 _____

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

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

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

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

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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: peberie@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) _____ 7-14-2026
694 Seller's/Authorized Signature ▲ Print Name/Title Here ► By: Paul J. Eberle 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
Total County Bridge Aid Requested			\$129,873.15

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 18th day of August, 2026.

TRANSPORTATION COMMITTEE

Jacqueline Veldman, Chairperson

Jay Vander Weele, Secretary

Jon Kuhlrow, Vice-Chairperson

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

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 18th day of August, 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

Gerber Lake Road

CTHE

General Area for Pheasant-rearing



Gerber Lake

Gerber Lake

N

0 135 270 540 Feet

**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 his 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

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. 15 (2026/27)**

2
3 **Re: Authorizing Application for Fiscal Year 2026 Justice Assistance**
4 **Grant Program Award (Local Solicitation) and Entering into**
5 **Memorandum of Understanding with City of Sheboygan**
6

7
8 **WHEREAS**, Sheboygan County and the City of Sheboygan have the opportunity to
9 obtain a federal local solicitation grant in the total amount of \$20,118.00 funded through the
10 Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of
11 federal criminal justice funding to state and local jurisdictions; and
12

13 **WHEREAS**, in order to obtain the grant in the amount of \$20,118.00, it is necessary for
14 the County to submit an application through the Justice Assistance Grant Award Program to be
15 used to purchase law enforcement equipment permitted under the grant funding announcement
16 and for the County to enter into a Memorandum of Understanding with the City of Sheboygan
17 for the sharing of grant proceeds and the equipment purchase therewith under terms similar to
18 previous memoranda of understanding with the City of Sheboygan for previous similar grant
19 award sharing; and
20

21 **WHEREAS**, the funding received would be 100% from federal sources with no state or
22 local match requirement; and
23

24 **WHEREAS**, this Resolution was the subject of a public notice when it was introduced at
25 the September 8, 2026, Law Committee meeting in which the Committee voted to sponsor the
26 Resolution.
27

28 **NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board of
29 Supervisors authorizes and ratifies such actions already taken consistent with this resolution,
30 the County Board Chairperson and/or the Emergency Management Director as appropriate to
31 sign all documents necessary for the local solicitation grant application and the administration
32 thereof, provided that no such document shall obligate Sheboygan County for the expenditure of
33 County funds not reimbursed by the grant proceeds.
34

35 **BE IT FURTHER RESOLVED** that the County Board Chairperson and/or the Emergency
36 Management Director as appropriate is/are authorized on behalf of the County Board to execute
37 the 2026 Justice Assistance Grant Program Award Memorandum of Understanding between the
38 City of Sheboygan and the County of Sheboygan for the funds and the equipment purchased
39 therewith to be shared with the City of Sheboygan under terms similar to previous memoranda
40 of understanding with the City of Sheboygan for previous similar grant award sharing.
41

42 (The rest of this page intentionally left blank.)
43
44

BE IT FURTHER RESOLVED that the Emergency Management Director is designated as the official representative of Sheboygan County to act in connection with the application and to provide such additional information as may be required.

Respectfully submitted this 15th day of September, 2026.

LAW COMMITTEE

Charlette Nennig, Chairperson

Gerald Jorgensen, Vice-Chairperson

Suzanne Speltz, Secretary

Carl Nonhof

David Otte

Opposed to Introduction:

**FISCAL YEAR 2026 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2026 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2026 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$20,118.00
City Portion	10,059.00
County Portion	10,059.00

Section 3. CITY and COUNTY agree to 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 tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherrequirements.htm. 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.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Ryan J. Sorenson, Mayor

Date

Kurt Zempel, Chief of Police

Date

COUNTY OF SHEBOYGAN:

Keith Abler, County Board Chair

Date

Steve Steinhardt, Emergency Management
Director

Date

C:8456\545961

FISCAL NOTE

September 2026

Resolution No. 15 (2026/27) RE: Authorizing Application for Fiscal Year 2026 Justice Assistance Grant Program Award (Local Solicitation) and Entering into Memorandum of Understanding with City of Sheboygan

Funding:

This resolution authorizes application for the Fiscal Year 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation and execution of a Memorandum of Understanding with the City of Sheboygan related to shared grant proceeds and equipment purchases.

The total grant award is \$20,118, funded entirely through federal sources. There is no state or local match requirement and no increase to the County tax levy associated with this resolution.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "James Webb".

James Webb, Finance Director

September 15, 2026

SHEBOYGAN COUNTY RESOLUTION NO. 160 (2026/27)

Re: Authorizing Land Swap for Communications Tower in the Town of Scott

WHEREAS, the Sheboygan County Sheriff's Department has maintained a communications tower west of Batavia for a number of years through a lease agreement; and

WHEREAS, said tower, which is vital for emergency response activities, needs to be relocated as the current owner needs the property for other means; and

WHEREAS, the Sheboygan County Sheriff's Department has been working with the Wisconsin Department of Natural Resources (the "DNR") to place a new tower on a portion of the State fish hatchery property in the Town of Scott; and

WHEREAS, the DNR is willing to transfer 1.55 acres of real estate located on Trout Spring Road in the Town of Scott to Sheboygan County in exchange for 3.58 acres of County owned real estate located west of County Road S in the Town of Scott.

NOW, THEREFORE, BE IT RESOLVED the Sheboygan County Board of Supervisors approves the Exchange Agreement for the real estate swap as described herein, with such maps detailing the respective parcel boundaries, as on file in the County Clerk's office, and authorizes the County Board Chair and County Clerk to sign all necessary documents to effect the proposed land transfers, and further authorizes the Planning and Conservation Director to sign all documents to meet or satisfy contingencies as set forth in the offers to purchase.

Respectfully submitted this 15th day of September, 2026.

LAW COMMITTEE

Charlette Nennig, Chairperson

Gerald Jorgensen, Vice-Chairperson

Suzanne Speltz, Secretary

Carl Nonhof

David Otte

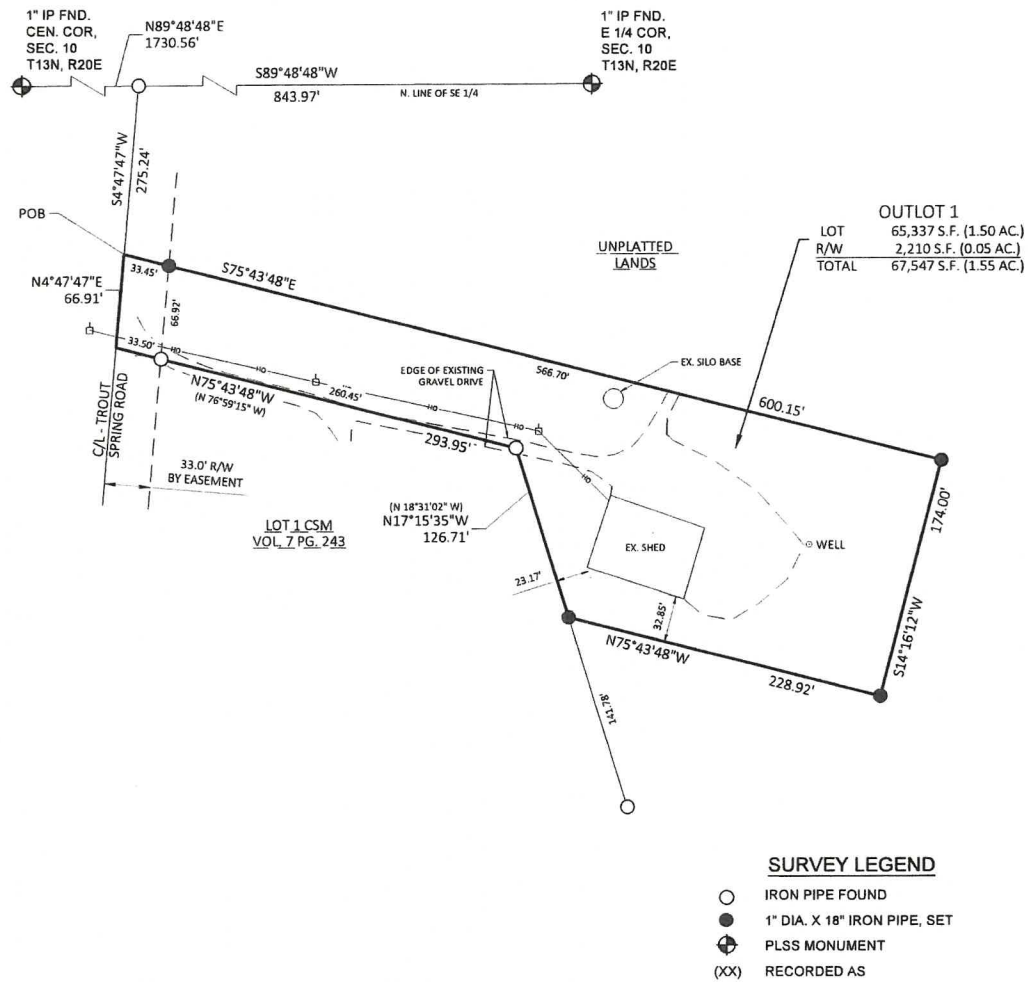
Opposed to Introduction:

*County Board members signing only
C:8456\452695

September 4, 2026, draft

CERTIFIED SURVEY MAP

PART OF THE NE 1/4 OF THE SE 1/4 OF SEC. 10, T13N, R20E, TOWN OF
SCOTT, SHEBOYGAN COUNTY, WISCONSIN
PAGE 1 OF 3



WISCONSIN
Jeremy J. Hildebrand
JEREMY J. HILDEBRAND
S-3163
SHEBOYGAN FALLS
WIS.
2/19/2026
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY JEREMY J. HILDEBRAND

NOTES:
OWNER AND SUBOWNER:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FIELD WORK: 10/10/2025
AS NO SOIL TEST HAS BEEN COLLECTED ON THIS LOT, IT IS
DEEMED AN OUTLOT. OUTLOT 1 IS CONSIDERED UNBUILDABLE
BY THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION
DEPARTMENT. IF A SOIL TEST IS RECEIVED WHICH DEPICTS AN
AREA SUITABLE FOR A PRIVATE ONSITE WASTEWATER
TREATMENT SYSTEM, THEN THE OUTLOT WILL BE RECLASSIFIED
AS A LOT AND CONSIDERED TO BE BUILDABLE.

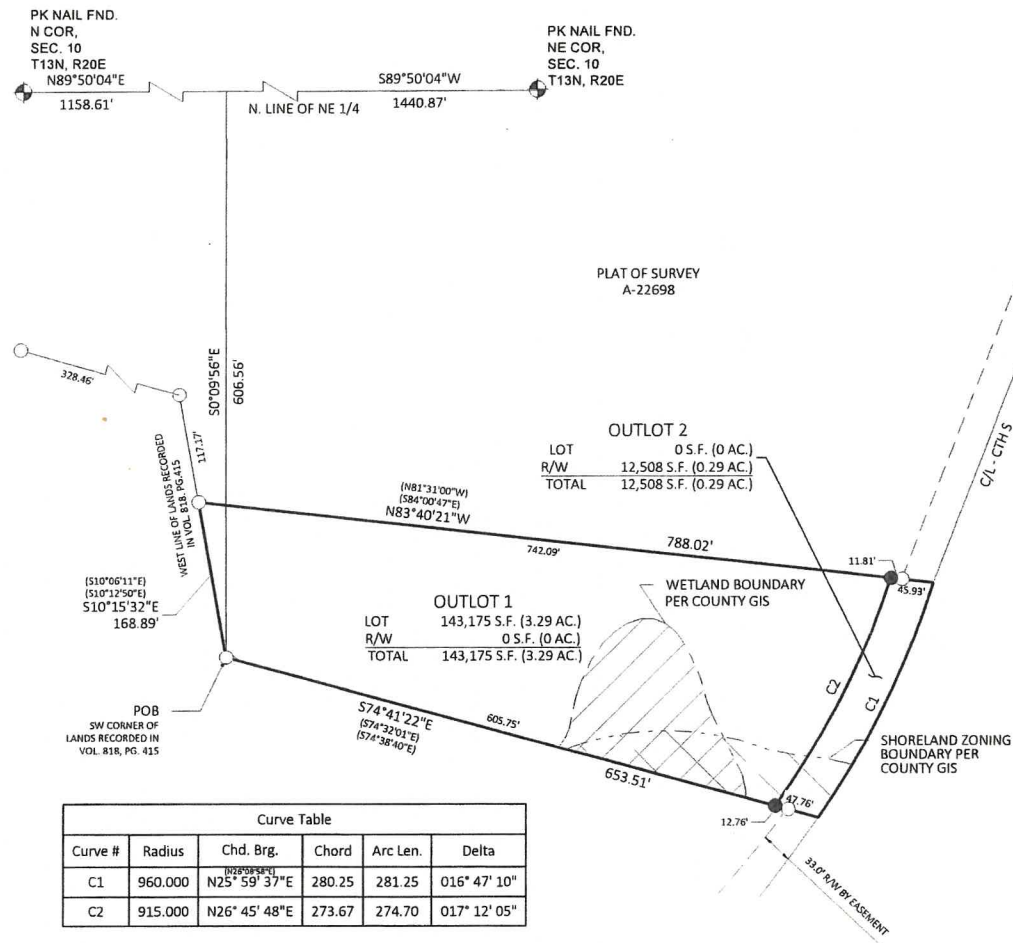
ACRE TECH
PRECISION YOU CAN BUILD ON

BEARINGS ARE REFERENCED TO
THE N. LINE OF THE SE 1/4 OF
SEC. 10, T13N, R20E WHICH
BEARS S 89° 48' 48" W

SCALE, FEET
0 50 100

CERTIFIED SURVEY MAP

LAND DESCRIBED IN VOL. 1093, PG. 7 OF RECORDED DEEDS
BEING PART OF THE NW 1/4 & NE 1/4 OF THE NE 1/4 OF SEC. 10, T13N,
R20E, TOWN OF SCOTT, SHEBOYGAN COUNTY, WISCONSIN
PAGE 1 OF 2



SURVEY LEGEND

- IRON PIPE FOUND
- 1" DIA. X 18" IRON PIPE, SET
- ⊕ PLSS MONUMENT
- (XX) RECORDED AS

NOTES:

OWNER AND SUBDIVIDER:
SHEBOYGAN COUNTY

FIELD WORK: 2/12/2026

AS NO SOIL TEST HAS BEEN COLLECTED ON THIS LOT, IT IS
DEEMED AN OUTLOT. OUTLOT 1 IS CONSIDERED UNBUILDABLE
BY THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION
DEPARTMENT, IF A SOIL TEST IS RECEIVED WHICH DEPICTS AN
AREA SUITABLE FOR A PRIVATE ONSITE WASTEWATER
TREATMENT SYSTEM THEN THE OUTLOT WILL BE RECLASSIFIED
AS A LOT AND CONSIDERED TO BE BUILDABLE.

BEARINGS ARE REFERENCED TO
THE N. LINE OF THE NE 1/4 OF
SEC. 10, T13N, R20E WHICH
BEARS S 89°50'04" W

SCALE, FEET
0 75 150



THIS INSTRUMENT DRAFTED BY JEREMY J. HILDEBRAND



ACRE TECH, LLC
PRECISION YOU CAN BUILD ON

FISCAL NOTE
September 2026

Resolution No. 16 (2026/27) RE: Authorizing Land Swap for Communications Tower in the Town of Scott

Funding:

This resolution authorizes an exchange of 3.58 acres of County-owned property for 1.55 acres of Wisconsin Department of Natural Resources property for the relocation of a communications tower. No additional County levy is required by this action.

Respectfully Submitted,

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

James Webb, Finance Director
September 15, 2026