

*****ATTACHMENTS*****

R. O. No. -13-14. By CITY PLAN COMMISSION. November 4, 2013.

Your Commission to whom was referred Gen. Ord. No. 34-13-14 by Alderpersons Thiel and Lewandoske and R.O. No. 163-13-14 by City Clerk relative requesting encroachments for the installation of new underground conduit structures for fiber optic cable at various locations in the City; wishes to report this matter was discussed at the regular meeting of the City Plan Commission October 29, 2013, and after due consideration, recommends to accept and file the RO and attached the substitute ordinance.

Director of Planning and Development

I

6.4

Subs. of Gen. Ord. No. 34 - 13 - 14. By Alderpersons Thiel and Lewandoske. November 4, 2013.

AN ORDINANCE granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching within public right of way in various locations in the City of Sheboygan for the purpose of installation of new underground conduit structures and installation of Meter Pedestal within public right of way:

- Node 1B - 2252 New Jersey Ave.
- Node 2 - Front of 2410 Erie Ave.
- Node 5 - Opposite of 1802 Superior Ave.
- Node 6 - Front of 1418A N. 13th St.
- Node 7 - Side of 1951 N. 12th St.
- Node 8 - Side of N. 2325 N. 9th St.
- Node 9 - Front of 734 Mayflower Ave.
- Node 10 - Side of 1904 Broadway
- Node 15 - Side of 1006 Broadway
- Node 16 - Front of 1723 Washington Ave.

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

Section 1. Subject to the terms and conditions contained herein, ExteNet Systems, Inc., its successors and assigns, is hereby granted the privilege of encroaching, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said ExteNet Systems, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said ExteNet Systems, Inc., its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said ExteNet Systems, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

Dated _____ 20_____, _____, City Clerk

Approved _____ 20_____, _____, Mayor

VI

R. C. No. _____ - 13 - 14. By FINANCE. November 4, 2013.

Your Committee to whom was referred R. O. No. 164-13-14 by the City Clerk submitting a communication from Lakeshore Technical College District submitting their Tax Levy Report; recommends that the document be accepted and placed on file.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.3

R. O. No. 164- 13 - 14. By CITY CLERK. October 21, 2013.

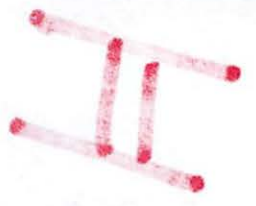
Submitting a communication from Lakeshore Technical College District submitting their Tax Levy Report.

*Finance
Ac & File*

Susan Richards

City Clerk

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Abstract



LAKESHORE TECHNICAL COLLEGE DISTRICT

Tax Levy Report

To Susan Richards, Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin.

I, Cindy Huhn, Secretary/Treasurer of the Lakeshore Technical College District Board of the State of Wisconsin do hereby certify that the sum of \$ 22,131,000 was voted on and authorized by the Board of the above named District at the District Board meeting held on the 16th day of October, 2013. The proportion of such sum that must be raised in that part of said District lying in your City is:

\$ 3,091,375.09 OPERATIONS

\$ 743,343.94 DEBT SERVICE

\$ 3,834,719.03 TOTAL DOLLARS, which you are hereby

respectfully requested to assess against the taxable property of such District lying in your City as required by Section 38.16(1), Wisconsin Statutes.

A handwritten signature in black ink that reads "Cindy Huhn". The signature is written in a cursive, flowing style.

Secretary/Treasurer of the District Board

Section 1, 38.16(1) Wisconsin Statutes. Annually by October 31 or within 10 days after receipt of the equalized valuations from the Department of Revenue, whichever is later, the district board may levy a tax, on the full value of the taxable property of the district, for the purpose of making capital improvements, acquiring equipment and operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s. 67.035. The district board secretary shall file with the clerk of each city, village and town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village and town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village and town located in the district to the full value of all taxable property in the district, as certified to the district board secretary by the Department of Revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village and town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected such amounts shall be paid by the treasurer of each city, village and town to the district board treasurer.

Lakeshore Technical College
2013-14

		(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Municipality								
Calumet County								
08 012	T NEW HOLSTEIN	30,276,621	0.002240	36,676.18	3,293.26	39,969.44	9,610.95	49,580.39
Calumet County Total		30,276,621	0.002240	36,676.18	3,293.26	39,969.44	9,610.95	49,580.39
Manitowoc County								
38 002	T CATO	128,074,900	0.009477	155,146.05	13,931.02	169,077.07	40,655.83	209,732.90
38 004	T CENTERVILLE	72,774,400	0.005385	88,156.70	7,915.85	96,072.55	23,101.35	119,173.90
38 006	T COOPERSTOWN	5,845,290	0.000433	7,080.81	635.81	7,716.62	1,855.51	9,572.13
38 008	T EATON	73,883,869	0.005452	89,258.41	8,014.77	97,273.18	23,390.05	120,663.23
38 010	T FRANKLIN	101,598,100	0.007518	123,072.86	11,051.07	134,123.93	32,251.09	166,375.02
38 012	T GIBSON	87,409,702	0.006488	105,885.46	9,507.77	115,393.23	27,747.15	143,140.38
38 014	T KOSSUTH	158,017,500	0.011692	191,417.61	17,187.95	208,605.56	50,160.74	258,766.30
38 016	T LIBERTY	133,262,900	0.009881	161,430.64	14,495.33	175,925.97	42,302.69	218,228.66
38 018	T MANITOWOC	86,334,900	0.006388	104,583.48	9,390.86	113,974.34	27,405.97	141,380.31
38 020	T MANITOWOC RAPIDS	192,589,700	0.014251	233,297.33	20,948.45	254,245.78	61,135.27	315,381.05
38 022	T MAPLE GROVE	43,427,244	0.003213	52,606.45	4,723.69	57,330.14	13,785.45	71,115.59
38 024	T MEEME	109,857,600	0.008129	133,078.17	11,949.47	145,027.64	34,872.97	179,900.61
38 026	T MISHICOT	85,607,200	0.006334	103,701.97	9,311.70	113,013.67	27,174.97	140,188.64
38 028	T NEWTON	215,795,600	0.015968	261,408.25	23,472.61	284,880.86	68,501.70	353,382.56
38 030	T ROCKLAND	53,838,169	0.003984	65,217.95	5,856.11	71,074.06	17,090.28	88,164.34
38 032	T SCHLESWIG	225,799,600	0.016708	273,526.79	24,560.77	298,087.56	71,677.36	369,764.92
38 034	T TWO CREEKS	44,561,400	0.003297	53,980.33	4,847.05	58,827.38	14,145.48	72,972.86
38 036	T TWO RIVERS	131,120,000	0.009702	158,834.79	14,262.24	173,097.03	41,822.46	214,919.49
38 112	V CLEVELAND	80,607,900	0.005965	97,645.97	8,767.92	106,413.89	25,588.00	132,001.89
38 126	V FRANCIS CREEK	37,436,700	0.002770	45,349.68	4,072.08	49,421.76	11,883.83	61,305.59
38 132	V KELLNERSVILLE	11,815,200	0.000874	14,312.58	1,285.17	15,597.75	3,750.59	19,348.34
38 151	V MISHICOT	83,657,400	0.006190	101,340.04	9,099.62	110,439.66	26,556.03	136,995.69
38 176	V REEDSVILLE	47,613,600	0.003523	57,677.67	5,179.05	62,856.72	15,114.36	77,971.08
38 181	V SAINT NAZIANZ	36,299,900	0.002688	43,972.60	3,948.43	47,921.03	11,522.96	59,443.99
38 186	V VALDERS	52,017,400	0.003849	63,012.30	5,658.06	68,670.36	16,512.30	85,182.66
38 191	V WHITELAW	39,035,700	0.002888	47,288.66	4,248.01	51,532.67	12,391.41	63,924.08
38 241	C KIEL	229,292,400	0.016966	277,757.88	24,940.69	302,698.55	72,786.10	375,484.65
38 251	C MANITOWOC	1,755,808,800	0.129921	2,126,933.56	190,983.59	2,317,917.15	557,360.28	2,875,277.43
38 288	C TWO RIVERS	487,425,000	0.036087	590,451.87	53,018.40	643,470.27	154,727.18	798,197.45
Manitowoc County Total		4,810,608,094	0.355960	5,827,424.84	523,261.54	6,350,686.38	1,527,069.36	7,877,765.74
Ozaukee County								
45 002	T BELGIUM	136,899,840	0.010130	165,836.32	14,890.93	180,727.25	43,457.19	224,184.44
45 006	T FREDONIA	105,519,852	0.007808	127,823.55	11,477.65	139,301.20	33,496.00	172,797.20
45 106	V BELGIUM	140,808,500	0.010419	170,571.15	15,318.08	185,889.23	44,697.96	230,587.19
Ozaukee County Total		383,228,192	0.028357	464,231.02	41,686.66	505,915.68	121,651.15	627,568.83
Sheboygan County								
59 002	T GREENBUSH	134,592,888	0.009959	163,041.74	14,640.00	177,681.74	42,724.88	220,406.62
59 004	T HERMAN	122,536,900	0.009067	148,437.49	13,328.64	161,766.13	38,897.85	200,663.98
59 006	T HOLLAND	336,365,600	0.024889	407,463.09	36,587.30	444,050.39	106,775.20	550,825.59
59 008	T LIMA	210,960,700	0.015610	255,551.40	22,946.71	278,498.11	66,966.92	345,465.03
59 010	T LYNDON	149,945,200	0.011095	181,639.07	16,309.90	197,948.97	47,598.29	245,547.26
59 012	T MITCHELL	107,529,500	0.007957	130,257.98	11,696.24	141,954.22	34,133.94	176,088.16
59 014	T MOSEL	113,988,800	0.008435	138,082.58	12,398.84	150,481.42	36,184.36	186,665.78
59 016	T PLYMOUTH	320,882,200	0.023751	388,828.11	34,914.01	423,742.12	101,891.92	525,634.04
59 018	T RHINE	325,613,900	0.024094	394,438.81	35,417.82	429,856.63	103,362.19	533,218.82
59 020	T RUSSELL	25,258,726	0.001869	30,597.66	2,747.45	33,345.11	8,018.08	41,363.19
59 022	T SCOTT	148,163,700	0.010963	179,481.02	16,116.13	195,597.15	47,032.77	242,629.92
59 024	T SHEBOYGAN	683,094,000	0.050545	827,479.37	74,301.79	901,781.16	218,839.93	1,118,621.09
59 026	T SHEBOYGAN FALLS	178,009,300	0.013172	215,635.07	19,362.50	234,997.57	56,506.90	291,504.47
59 028	T SHERMAN	127,825,300	0.009458	154,843.69	13,903.87	168,747.56	40,578.60	209,326.16
59 030	T WILSON	393,494,600	0.029117	476,667.43	42,801.36	519,468.79	124,910.11	644,378.90
59 101	V ADELL	33,989,700	0.002515	41,174.09	3,697.14	44,871.23	10,789.62	55,660.85
59 111	V CASCADE	36,436,100	0.002696	44,137.59	3,963.24	48,100.83	11,566.20	59,667.03
59 112	V CEDAR GROVE	133,810,400	0.009901	162,093.86	14,554.88	176,648.74	42,476.50	219,125.24
59 121	V ELKHART LAKE	265,534,000	0.019848	321,659.84	28,882.78	350,542.62	84,290.56	434,833.18
59 131	V GLENBEULAH	28,025,200	0.002074	33,948.88	3,048.37	36,997.25	8,896.26	45,893.51
59 135	V HOWARDS GROVE	214,885,500	0.015900	260,305.78	23,373.62	283,679.40	68,212.80	351,892.20
59 141	V KOHLER	414,191,000	0.030648	501,738.42	45,052.56	546,790.98	131,479.93	678,270.91
59 165	V OOSTBURG	162,302,500	0.012010	196,608.33	17,854.04	214,462.37	51,520.96	265,983.33
59 176	V RANDOM LAKE	137,621,200	0.010183	166,710.15	14,969.39	181,679.54	43,686.19	225,365.73
59 191	V WALDO	27,499,400	0.002035	33,311.94	2,991.18	36,303.12	8,729.35	45,032.47
59 271	C PLYMOUTH	566,443,800	0.042062	688,595.59	61,831.01	750,426.60	180,445.81	930,872.41
59 281	C SHEBOYGAN	2,341,698,700	0.173274	2,836,662.83	254,712.26	3,091,375.09	743,343.94	3,834,719.03
59 282	C SHEBOYGAN FALLS	547,542,300	0.040516	663,276.15	59,557.51	722,833.66	173,810.68	896,644.34
Sheboygan County Total		8,290,341,112	0.613443	10,042,667.96	901,760.54	10,944,428.50	2,831,868.54	13,676,097.04
Total		13,514,454,019	1.000000	16,371,000.00	1,470,000.00	17,841,000.00	4,290,000.00	22,131,000.00

VII

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 154-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0158	Becker, Nathan J.	2807 S. 21 st St.
*0163	White, Amanda C.	2043 N. 15 th St.

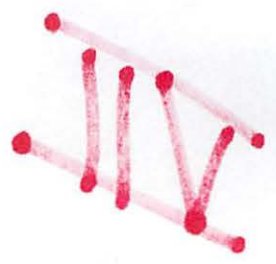
*Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



VI

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred, R. O. No. 165-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

RESERVE "CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3025	Executive Pub	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8431	Born, Melissa M.	N8947 HWY 42, Cleveland
0175	Brock, Angel L.	1640 Main Ave.
*0177	Champeau, Larissa M.	805 N. 25 th St.

Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.

0185	Cordero, Amy M.	704 Broughton Dr., #3
0184	Hoppe, Jessica S.	917 St. Clair Ave.
0183	Kaczmarowski, Mikayla L.	2013 S. 26 th St.
*0173	Sander, Anne M.	1709 N. 13 th St.

***Grant with instructions to correct the application.**

6072	Sandoval, Rosalba	1108 Lincoln Ave.
*0179	Snyder, Kristin R.	634 Geele Ave.

Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.

0181	Vang, Thao S.	1512 S. 11 th St.
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IV

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0182	Bruehling, Kellie R.	1054 Weeden Creek Rd.
0176	Gorges, Timothy R.	3704 Koehler Dr.
0178	Harvey, Derek J.	1038 Wilson Ave.
9814	Maldonad, Silvestre Torres	1833 N. 20 th St.

_____ Committee.

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 165 - 13 - 14. By CITY CLERK. October 21, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Law & Lis

Susan Richards
City Clerk

RESERVE "CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3025	Executive Pub	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8431	Born, Melissa M.	N8947 HWY 42, Cleveland
0175	Brock, Angel L.	1640 Main Ave.
0177	Champeau, Larissa M.	805 N. 25 th St.
0185	Cordero, Amy M.	704 Broughton Dr., #3
0184	Hoppe, Jessica S.	917 St. Clair Ave.
0183	Kaczmarowski, Mikayla L.	2013 S. 26 th St.
0173	Sander, Anne M.	1709 N. 13 th St.
6072	Sandoval, Rosalba	1108 Lincoln Ave.
0179	Snyder, Kristin R.	634 Geele Ave.
0181	Vang, Thao S.	1512 S. 11 th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0182	Bruehling, Kellie R.	1054 Weeden Creek Rd.
0176	Gorges, Timothy R.	3704 Koehler Dr.
0178	Harvey, Derek J.	1038 Wilson Ave.
9814	Maldonad, Silvestre Torres	1833 N. 20 th St.

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classical work

VII

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 137-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the Beverage Operator's license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7074	Schepp, Jack B.	W1851 Playbird Rd.

.....
TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*7074	Schepp, Jack B.	W1851 Playbird Rd.

*File the application as it has been withdrawn.

_____	_____
_____	_____
_____	_____

Committee.

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

~~VI~~

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. November 4, 2013.

Your Committee to whom was referred R. O. 158-13-14 by the City Clerk submitting a communication from Alderperson Lewandoske submitting a proposal that no changes may be made to any parking area with 1,000 (one thousand) feet of Sheboygan's City Hall without first being referred to the Public Works Committee and voted on by the full Common Council; recommends filing the Report of Officer.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.5

R. O. No. 158 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Alderperson Lewandoske submitting a proposal that no changes may be made to any parking area within 1,000 (one thousand) feet of Sheboygan's City Hall without first being referred to the Public Works Committee and voted on by the full Common Council.

~~Ad + S~~
file

Susan Richards
City Clerk

12

II

12

Handwritten text, possibly a signature or name, appearing as a faint scribble.

Richards, Susan

From: Scott Lewandoske <sheboygan@bytehead.com>
Sent: Monday, October 07, 2013 10:02 AM
To: Richards, Susan; Richards, Susan
Subject: Please add to other matters for tonight's common council meeting.

Sue,

Could you add the following item to the agenda for tonight's common council meeting?

A proposal from Ald. Lewandoske, that no changes may be made to any parking area within 1000 (one thousand) feet of Sheboygan's City Hall without first being referred to the Public Works Committee and voted on by the full common council. This includes adding or removing any type of parking spaces, changing the layout of the parking area (this includes adding, removing or altering islands or traffic lanes). Also, all costs and reasons for the changes must be presented to the Public Works Committee and full Common Council before voting on the changes.

Also, the city will not be allowed to make any changes to any parking area on any non-city owned property within 1000 (one thousand) feet of City Hall, even with permission of the property owner(s).



R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. November 4, 2013.

Your Committee to whom was referred R. O. 139-13-14 by the City Clerk submitting a communication from Walter Holzhaeuser requesting that the stop lights located at the intersection of N. 13th Street and Geele Ave. be removed and replaced with stop signs; recommends filing the Report of Officer.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



II

3.4

R. O. No. 139 - 13 - 14. By CITY CLERK. September 16, 2013.

Submitting a communication from Walter Holzhaeuser requesting that the stop lights located at the intersection of N. 13th Street and Geele Ave. be removed and replaced with stop signs.

~~PP+S~~
file

Susan Richards
City Clerk

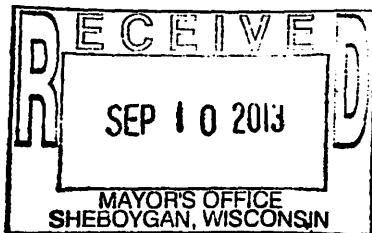
Sun.

Hello-

I address the Common
Council on the intersection
of N 13 st and Geale ave.

Since the school is
closed, lets turn off the
Stop + go lites and take
those down - put up a
stop sign for N/S
on 13 st.

Wally H.



Walter Holzhaeuser
919 WISCONSIN AVE APT 412
53081

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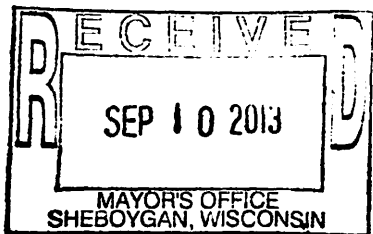
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Walter Holzhaeuser
919 WISCONSIN AVE APT 412
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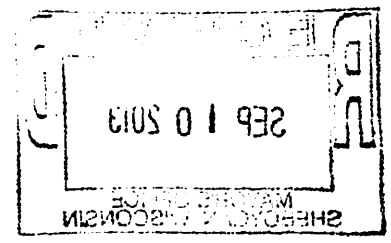
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23081
DIP Wisconsin Ave Apt 412
Walter Holzner



I

Com. No. _____ - 13 - 14. November 4, 2013.

Submitting a communication from Matt Bremser in regards to the use of garbage and recycling containers for residents to use for garbage collection.

Presented to the Common Council by Alderperson _____
Carlson

COM CARLSON

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Monday, October 28, 2013 12:53 PM
To: Richards, Susan
Subject: FW: Request from Ward 12 Resident

Can you submit this to the council? I assume it would go to PW committee?

Thank you,

Darryl

From: Bremser, Matt [MBremser@amerisure.com]
Sent: Monday, October 28, 2013 9:56 AM
To: Alderperson Darryl Carlson; Alderperson Scott Versey
Subject: Request from Ward 12 Resident

Good Morning Gentlemen,

As I look out my office window and see garbage blowing like tumble weed down my street something dawned on me. Sheboygan does not have garbage cans and recycling bins curbside for garbage collection day. Instead residents throw their trash on the curb for everyone to see and for sea gulls, opossum and raccoons to feast upon.

I live in the 12th Ward and would like to formally request the use of garbage and recycling containers be brought before the council. I believe this would be an aesthetic and environmental improvement for our community.

Thank you in advance for your consideration and representation.

Sincerely,

Matt Bremser
Senior Marketing Underwriter
(414) 265-6918 (cell)

II

R. O. No. _____ - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of South 15th Street and Illinois Ave.



City Clerk

NOTICE OF CIRCUMSTANCES OF CLAIM

TO: CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

SEP 5 '13 PM 2:58

PLEASE TAKE NOTICE that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.[®], pursuant to Section 893.80(1)(a), Wisconsin Statutes, does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan, through its employees, agents and representatives, who inspected this area of Sheboygan prior to June 8, 2013, and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

Dated at Sheboygan, Wisconsin, this 20th day of August, 2013.

Witness:

HABUSH HABUSH & ROTTIER S.C.[®]
Attorneys for Claimant

Michelle Dantje

By:

Christine D. Esser
Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.[®]
1011 South 8th Street
Sheboygan, WI 53081

SHEBOYGAN COUNTY, WISCONSIN

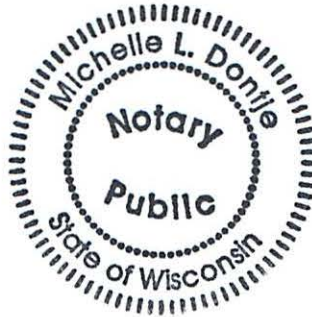
STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE D. ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of his knowledge is information and statements from the claimant together with claimant's records.

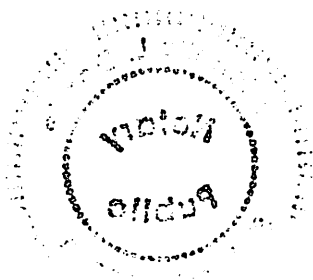
Christine D. Esser

Subscribed and sworn to before me
this 20 day of August, 2013.

Michelle L. Dontje
Notary Public, State of Wisconsin
My Commission expires: 11/8/15

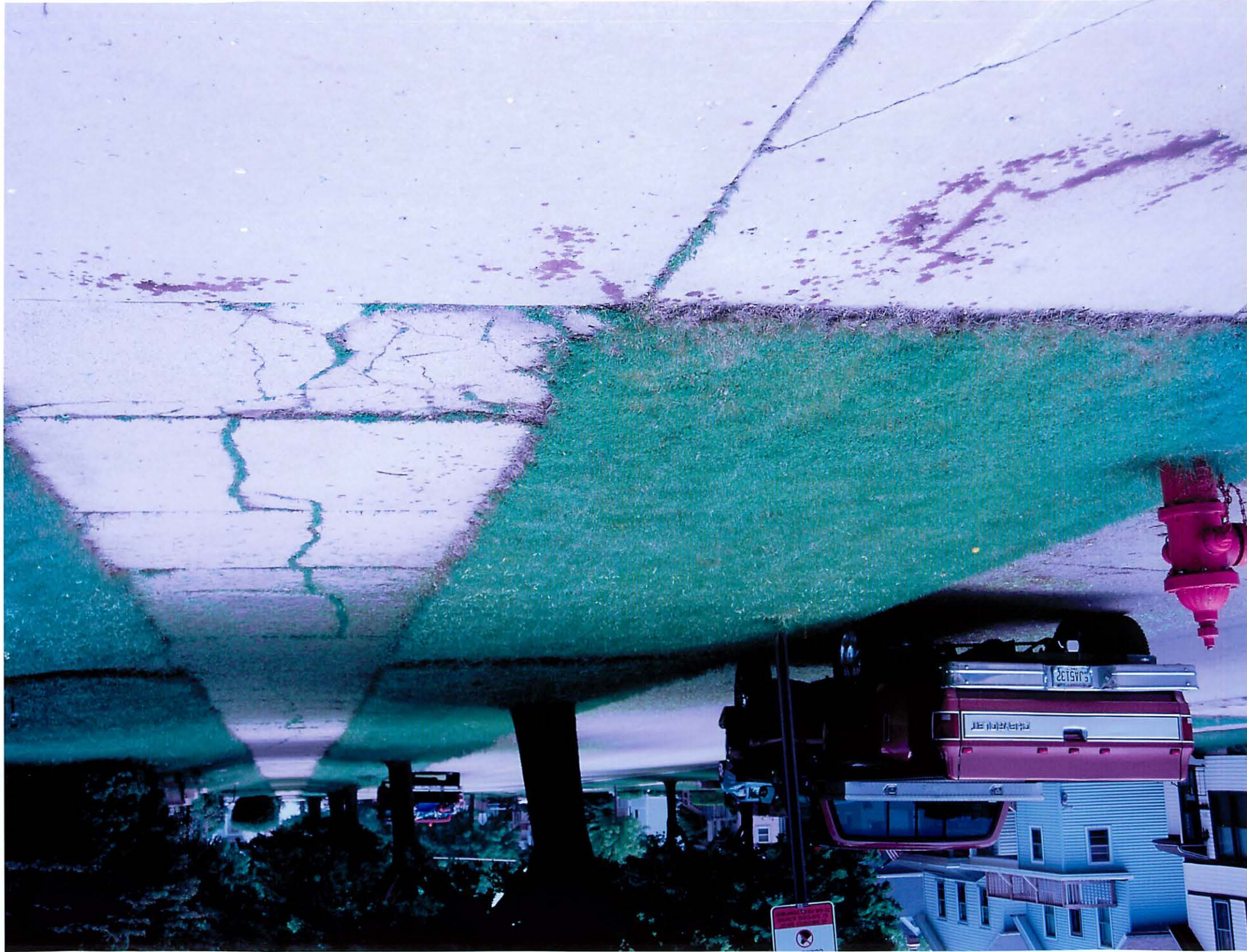


CL



9-5
2:51 PM





II

R. O. No. _____ - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Receiver's Motions in the case of Amon & Sons, Et Al for approval of auctioneer, approval of agreement with auctioneer, and approval of auction to sell aggregate and sand inventory free and clear of all liens, claims and encumbrances.



City Clerk

11

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

FILED

OCT 17 2013

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPELY

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

NOTICE OF RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Motion").

HEARING ON MOTION

A hearing will be held on the Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m. October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

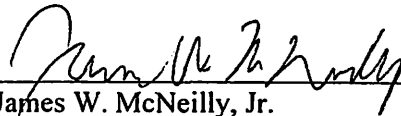
Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

FILED

AMON LAND COMPANY, LLC,

OCT 17 2013

Case No.: 13-CV-364

Case Code: 30304

Assignor.

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLY

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order authorizing the Receiver to enter into an Agreement with Great Lakes Auction Co., Inc.(the "Auctioneer"), to sell aggregate and sand inventory owned by the Debtors, at auction, free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the order of their priority, as set forth below (the "Motions"). In support of the Motions, the Receiver alleges as follows.

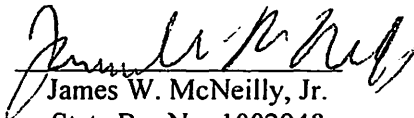
BACKGROUND

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.
2. The Debtors are the owner of aggregate and sand inventory (the "Property").
3. The Receiver has retained the Auctioneer, to market, auction, and sell the Property at an auction, as more particularly described in the agreement with the Auctioneer attached (the "Auction Sale Agreement").
4. Under the circumstances, the Receiver believes that an auction is the best method by which to maximize the sale price of the Property, because there are several parties interested in purchasing the Property and the Receiver believes an auction will result in the highest net proceeds.
5. That therefore, the Auction is in the best interests of all creditors and parties-in-interest of the Debtors.
6. Hometown Bank ("Hometown") has a properly perfected first priority lien on all of the Property and is owed at least \$7,084,440.50 as of September 12, 2013.
7. The Property will be sold free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the same order and priority as they existed prior to the sale.
9. Under the circumstances, the Receiver believes that approval of the Auctioneer, the Auction Sale Agreement, and the auction process are all in the best interest of the Debtors' creditors and recommends approval of the same.
10. Hometown has consented to the sale of the Property pursuant to the terms of the Auction Sale Agreement.
11. The Receiver requests authority to pay the fees and costs of the Auctioneer, as set forth in the Auction Sale Agreement; and
12. The net proceeds of the sale are proposed to be disbursed to Hometown Bank.

WHEREFORE, the Receiver requests that the Court approve:

- A. Great Lakes Auction Co., Inc. as the auctioneer;
- B. The Auction Sale Agreement;
- C. The Auction;
- D. The sale of the Property at the auction free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances attaching to the proceeds of the sale in the same order and priority as they existed prior to the sale;
- E. The payment of the Auctioneers fees and other costs;
- F. The payment of the net proceeds to Hometown Bank; and
- G. For and such other and further relief and the Court deems appropriate under the circumstances.

Dated this 17th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com



9100 N. 107th Street
Milwaukee, WI 53224
Office 414-371-1552
Fax 414-371-1556

OCT 21 09 4:10:00

October 4, 2013

Mr. Ronald M. Carlson
Principal and Managing Director
Forseti Consulting, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

Re: Online Auction Proposal – Construction Material Auction (Bulk Pile Sale)

Dear Mr. Carlson:

Pursuant to your request, Great Lakes Auction Co., Inc. is pleased to submit the following proposal for the auction sale of the aggregate and sand inventory located at the Potter Road and Bowers Road stone pits in Elkhorn, Wisconsin. Due to the demand for similar inventories on the market, an on-line auction is considered to be the best marketing process to gain proper exposure for the assets available for sale. This process also allows us to individually monitor all items being sold in order to produce the greatest return given the market conditions.

ADVERTISING

Great Lakes will implement a comprehensive marketing program properly advertising the assets in order to attract qualified buyers. Newspaper advertising will include ads to be placed in Western Builder and The Daily Reporter, contractors trade publications, and The Milwaukee Journal/Sentinel. Newspaper advertising is the most costly component of any liquidation; however, it is the most direct and widely viewed source of advertising. Internet advertising will also be incorporated in our advertising package in order to further enhance the visibility of this auction.

Our current, continually updated database contains contact names, addresses, and telephone numbers of buyers specifically interested in the type of assets offered for sale. In addition, Great Lakes will incorporate an effective telemarketing program. Auction personnel will personally contact potential buyers whom we feel will be especially interested in the type of assets being sold. Our extensive network of industry contacts and repeat customers has proven successful in providing positive leads.

SET-UP AND PREPARATION

This sale will be conducted and represented to potential buyers that they are responsible for material removal. We will supply potential buyer with estimates on weights and descriptions of the assets being sold. Each pile of material will be offered as a bulk lot putting the emphasis on the buyers to determine the lots weight and the cost associated with the removal from the auction site with in the specified time period.

INSURANCE AND LIABILITY

To safeguard clients from liabilities associated with conducting the sale, Great Lakes requires that buyers sign and acknowledge our disclaimer. In short, our disclaimer states that all assets are being sold "as is, where is," with no warranties or representation as to the condition or operability of the assets. Further, site attendees are responsible for their own personal safety while on the premises, before, during, and after the sale. Immediately upon acceptance of a successful bid, it becomes the buyer's responsibility to insure the asset against fire, damage, theft, etc.

COMMISSION CONTRACT

We propose our fee for conducting this auction will be a TEN percent (10%) buyers paid commission, plus direct expenses incurred as a result of the sale. Said expenses will include all advertising, sale administration, and labor associated with the sale of the inventory. We estimate said expenses to be \$8,000.00-\$12,000.00.

PAYMENT AND RECORDKEEPING

Great Lakes Auction Co., Inc. requires no expense retainer as all expenses incurred are deducted from the gross proceeds prior to remitting funds to the client. The net proceeds will be remitted in full within 14 business days following the final day of the liquidation, assuming we are not served any third-party levies. It has been our practice to remit funds via a business check; however, wire transfer is also available. In addition, Great Lakes will submit a detailed breakdown of all reimbursed expenses, along with a sales list of all loads being purchased. Copies of all records, invoices and receipts will remain on file in our office, and you are welcome to inspect these documents at any time. All applicable sales taxes will be collected at the time of purchase and remitted to the State of Wisconsin in accordance with the terms of our seller's permit.

This proposal is based upon the assumption that any and all assets committed for sale must remain available for sale due to the fact that our reputation with buyers demands that we accurately represent the composition of the sale to our customers. In addition, it has been represented to Great Lakes Auction Co., Inc. by the undersigned that all assets will be offered for sale free of all liens and encumbrances. Any legal fees incurred as a result of obtaining clear title or lien releases are exclusive of the estimated expenses quoted above and will be incurred by the client.

Online Auction Proposal – Construction Material Inventory

October 4, 2013

If this proposal is acceptable to you, please sign and date the original and return it to Great Lakes in the enclosed envelope. You may retain the copy for your files. Should you have any questions regarding this proposal, please do not hesitate to call. We look forward to working with you on this project.

Very truly yours,

GREAT LAKES AUCTION CO., INC.


Joel J. Cielak
President

JJC:clc
Enclosures

ACCEPTED BY:

Ronald M. Carlson, Receiver
Forseti Consulting, LLC

Date

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Assignor.

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**ORDER APPROVING AUCTIONEER, APPROVING AGREEMENT WITH AUCTIONEER,
APPROVING AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY
INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE
PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE
PROCEEDS**

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), having filed with this Court the Receiver's Motions For Approval Of Auctioneer, Approval Of Agreement With Auctioneer, And Approval Of Auction To Sell Aggregate and Sand Inventory Free And Clear Of All Liens, Claims And Encumbrances, (the "Auction Motions") as well as the Auction Sale Agreement between Great Lakes Auction Co., Inc. ("Auctioneers") and himself, as Receiver (the "Auction Sale Agreement"), and the Court having found cause to enter the following Order after being fully advised in the premises;

The Court hereby finds and concludes as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Recitals and provisions in the Auction Motions are true and correct.
2. Good cause exists for the entry of an Order approving the Auctioneer, the Auction Sale Agreement and the Auction pursuant to the Auction Sale Agreement, to sell the aggregate and sand inventory owned by the Debtors free and clear of all liens, claims and encumbrances, as the auction process will maximize the net return on the liquidation of the Property and further is in the best interests of the Debtors, their creditors and the estate.
3. This Court has jurisdiction over this case pursuant to the Wisconsin Statutes.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the Auction Motions be and hereby are granted.
2. That the terms and conditions of the Auction Sale Agreement executed by and between the Receiver and the Auctioneers is hereby authorized and adopted and made the Order of this Court and incorporated herein by reference as though fully set forth in this Order.
3. Receiver is hereby authorized to enter into the Auction Sale Agreement and perform under the Auction Sale Agreement in all respects and execute such documents and take such other actions as may be necessary to consummate the agreements and transactions set forth therein and contemplated thereby.
4. The Auctioneer shall be entitled to rely upon this Order and the Auction Sale Agreement in all respects.

Dated this ___ day of _____, 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

FILED

Case No.: 13-CV-365

Assignor.

Case Code: 30304

OCT 17 2013

In re:

AMON LAND COMPANY, LLC,

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLY

Case No.: 13-CV-364

Assignor.

Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**NOTICE OF RECEIVER'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA,
THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN
PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING
THE DISBURSEMENT OF THE SALE PROCEEDS**

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Sale Motion").

HEARING ON MOTION

A hearing will be held on the Sale Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

- **File a written Objection on or before 5 p.m., October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

Honorable Phillip A. Koss
Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**


Attorney James W. McNeilly, Jr.
Carlson Dash, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
(262) 857-1619 Fax
JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By:



James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Assignor.

Case Code: 30304

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Assignor.

Case Code: 30304

In re:

FILED

AMON LAND COMPANY, LLC,

OCT 17 2013

Case No.: 13-CV-364

Assignor.

Case Code: 30304

WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Assignor.

Case Code: 30304

**RECEIVER'S MOTION FOR
ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA,
THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN
PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING
THE DISBURSEMENT OF THE SALE PROCEEDS**

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order approving the sale of certain property of the Debtors, free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel, with any and all Liens to attach to the proceeds of sale in the order of their priority, and for authority to disburse the sale proceeds (the "Sale Motion"). In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property, (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (the "Buyers"), on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers have ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, the sales are in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed at least \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached hereto as Exhibit D.

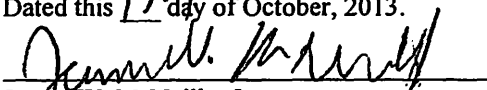
10. Hometown has consented to the sale of the Property pursuant to the terms of the Offers.

11. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

WHEREFORE, the Receiver moves the Court for entry of an Order approving the sales of the Property pursuant to the terms and conditions of the Offers, free and clear of all Liens, with Liens attaching to the proceeds in the order of their priority (except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 above), and for authority to disburse the sale proceeds to Hometown Bank and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 17th day of October, 2013.

By:


James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

VACANT LAND OFFER TO PURCHASE

1 Attorney DRAFTING THIS OFFER ON 10/7/2013 [DATE] IS (AGENT OF SELLER) (~~AGENT OF BUYER~~) (~~BUYER~~) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, Alvin Susina
3 offers to purchase the Property known as [Street Address] See Lines 179 - 181 and attached map

4 in the Town of LaFayette, County of Walworth

5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 vPURCHASE PRICE: Three Hundred Seventy Thousand and no/100s
7 Dollars (\$ 370,000.00)).

8 vEARNEST MONEY of \$ 5,000.00 accompanies this Offer and earnest money of \$ _____
9 will be paid within _____ days of acceptance.

10 vTHE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

11 v ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: NA

14 vITEMS NOT INCLUDED IN THE PURCHASE PRICE: NA

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 v ZONING: Seller represents that the Property is zoned NA

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*
22 *whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.*

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before October 16 2013. CAUTION: *This Offer maybe withdrawn prior to delivery of the accepted Offer.*

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

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

31 Seller's delivery address: Ronald M. Carlson, 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI, 53158

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

33 Buyer's delivery address: Alvin Susina, W4312 Potter Road, Elkhorn, WI, 53121- 4044

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (_____) _____

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

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

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or as agreed upon by the
44 parties no later than December 1, 2013 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and NONE

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

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____)

50 _____). **STRIKE AND COMPLETE AS APPLICABLE**

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 v **PROPERTY CONDITION REPRESENTATIONS**: Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

58 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**



50 A "condition affecting the Property or transaction" is defined as follows: [page 2 of 5]
60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
62 (b) completed or pending reassessment of the Property for property tax purposes;
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;
74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
81 (o) a lack of legal vehicular access to the Property from public roads;
82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence
85 v **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
89 v **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.
98 v **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.
104 v **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms
109 of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
111 v **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.
114 v **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:**

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: **NONE**
136 _____ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
180 An approximately 66 acre piece of the parcels known as KLF2000001,
181 KLF2000002, and KLF2000002A, as indicated on the attached map, the exact dimensions of which shall be agreed upon
182 by the parties prior to closing. Property is being sold as is, where is, without any warranties or representations, express
183 or implied, other than good title. Seller shall convey the Property by Receivers Deed. This Offer is contingent upon Seller
184 receiving approval from the Walworth County Circuit Court prior to closing. Also, see attached Addendum regarding Pit
185 located on neighboring parcels owned by Seller and road to the Pit.
186 _____
187 _____

188 **ADDENDA:** The attached Map and Addendum _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 v **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____
194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 SPECIAL ASSESSMENTS: Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

223 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
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) ~~direct Broker to return~~
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

242 **EARNEST MONEY**

243 HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: _____

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 _____ This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within 30 days of acceptance, at (Buyer's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: **shall be acceptable to both parties**

297 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyers expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 10/7/2013 [date] by [Licensee and Firm] Attorney James W. McNeilly, Jr.

316 (X) Alvin [Signature] _____ 10/10/13
317 Buyer's Signature Print Name Here: _____ Social Security No. or FEIN _____ Date _____

318 (X) _____
319 Buyer's Signature Print Name Here: _____ Social Security No. or FEIN _____ Date _____

320 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

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

325 (X) Donald McCarver Receiver _____
326 Seller's Signature Print Name Here: _____ Social Security No. or FEIN _____ Date _____

327 (X) _____
328 Seller's Signature Print Name Here: _____ Social Security No. or FEIN _____ Date _____

329 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 _____ Seller Initials _____ Date _____ Seller Initials _____ Date _____

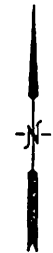
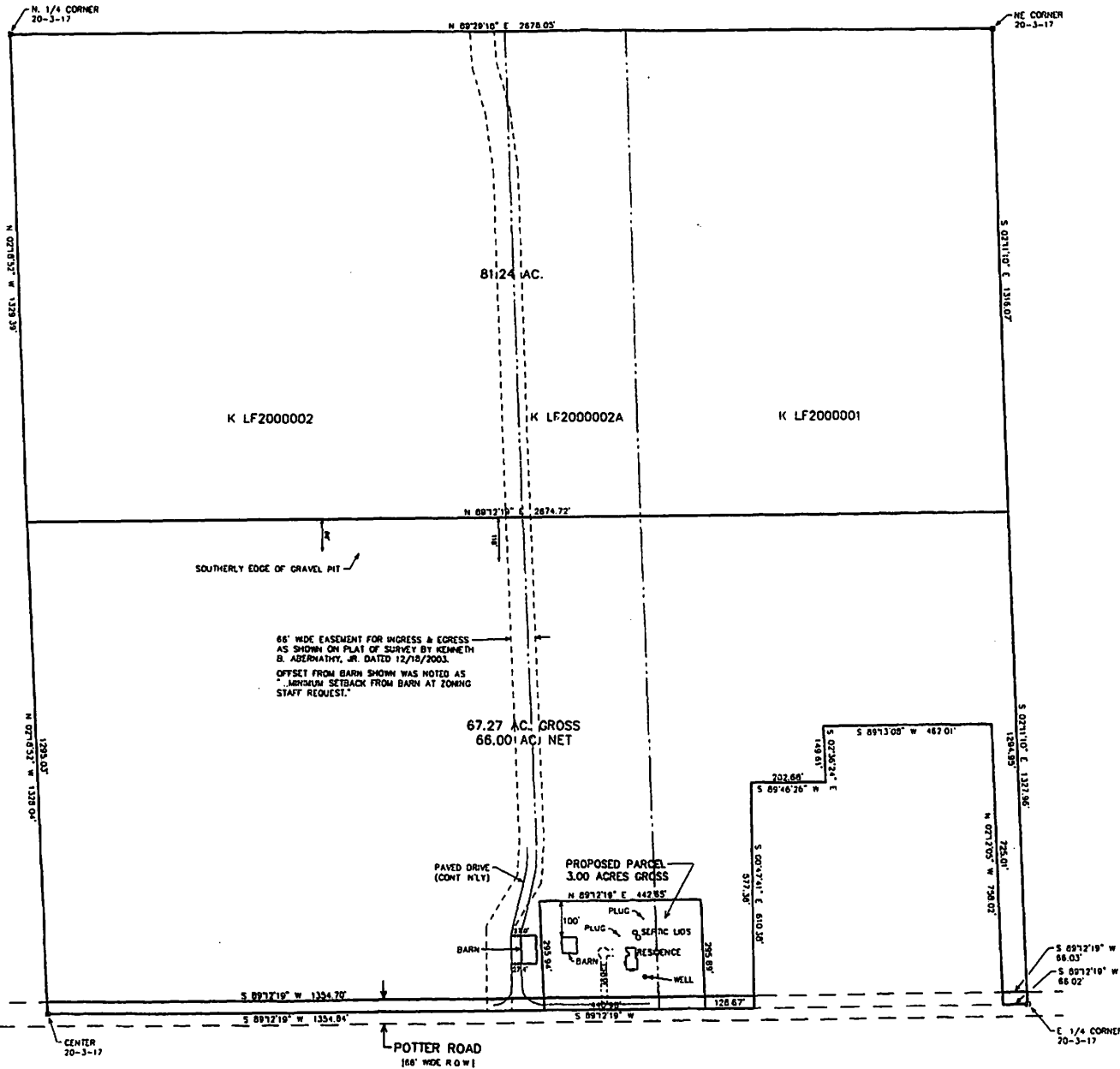
ADDENDUM TO OFFER TO PURCHASE DATED OCTOBER 7, 2013 BETWEEN
ALVIN SUSINA AND RONALD M. CARLON, ESQ., RECEIVER OF B.R. AMON & SONS,
INC.

Buyer acknowledges that there is an active Pit on adjacent parcels owned by Seller, which Pit may be expanded, and Buyer, for himself and his heirs, successors and assigns, hereby waives any objection to such existing operation and also any future usage and expanded operation of the Pit, and shall so acknowledge in the Deed. Seller shall retain a non-exclusive sixty-six (66) foot wide easement for access and egress and utilities on the "Pit road" to run with the land for the benefit of parcels Seller owns and which adjoin the Property being sold hereunder. The owner of the Pit shall be solely responsible for all costs associated with proper easement maintenance and any drive situated thereon.

PROPOSED LOT LINE ADJUSTMENTS

TAX PARCELS K LF2000001, K LF2000002, & K LF2000002A

PART OF ALL 1/4s OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 3 NORTH,
RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



LEGEND
 ■ = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP
 [xxx] = RECORDED AS



WORK ORDERED BY -
 FORSETT CONSULTING, LLC
 1041 CORPORATE DRIVE, SUITE 100
 PLEASANT PRIDGE, WI 53159

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 OFFICE (267) 723-2068 FAX (267) 723-5886

REVISIONS

PROJECT NO.
 8900
 DATE
 10/18/2013
 SHEET NO.
 1 OF 1

10/18/2013 11:30:00 AM

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 27, 2013 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Derek A. Brown

4 _____, offers to purchase the Property
5 known as [Street Address] _____ 98.01+/- ac vacant land Potters Rd
6 in the _____ City _____ of _____ Elkhorn _____, County of _____ Walworth _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Three Hundred Twenty-One Thousand, One Hundred Twenty-Three
9 _____ Dollars (\$ 321,123.00).

10 ■ EARNEST MONEY of \$ 2,500.00 _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ 5 _____ days of acceptance to listing broker or
12 _____ Seller's agent _____.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None

16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: None

19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: _____

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before _____ October 4, 2013 _____ Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Ronald M. Carlson

41 Buyer's recipient for delivery (optional): Derek A. Brown

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

43 Seller: (262) 857-1195 Buyer: (_____) _____

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158

50 Delivery address for Buyer: W297 S8175 Shallow Waters Circle, Mukwonago, WI 53149

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): rc@forseticonsulting.com

56 E-Mail address for Buyer (optional): istrick@mcleodusa.com

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



59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30 ~~October 31~~, 2013 DMAC DB
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and none other

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A, property is not subject to lease
97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. ~~Proposed, planned or commenced public improvements or public construction projects which may result in special~~
 166 ~~assessments or otherwise materially affect the Property or the present use of the Property.~~
- 167 b. ~~Government agency or court order requiring repair, alteration or correction of any existing condition.~~
- 168 c. ~~Land division or subdivision for which required state or local approvals were not obtained.~~
- 169 d. ~~A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~
- 170 e. ~~A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland~~
 171 ~~preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines~~
 172 ~~114-120), Conservation Reserve (see lines 134-138), or comparable program.~~
- 173 f. ~~Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)~~
 174 ~~(where one or both of the properties is used and occupied for farming or grazing).~~
- 175 g. ~~Material violations of environmental rules or other rules or agreements regulating the use of the Property.~~
- 176 h. ~~Conditions constituting a significant health risk or safety hazard for occupants of the Property.~~
- 177 i. ~~Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,~~
 178 ~~including, but not limited to, gasoline and heating oil.~~
- 179 j. ~~A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,~~
 180 ~~fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the~~
 181 ~~premises.~~
- 182 k. ~~Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~
- 183 l. ~~High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the~~
 184 ~~Property.~~
- 185 m. ~~Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of~~
 186 ~~service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned~~
 187 ~~according to applicable regulations.~~

188 **(Definitions Continued on page 5)**

189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

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

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

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245 **DEFINITIONS CONTINUED FROM PAGE 3**
- 246 n. ~~Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not~~
247 ~~closed/abandoned according to applicable regulations.~~
- 248 o. ~~Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface~~
249 ~~foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic~~
250 ~~or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government~~
251 ~~guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing~~
252 ~~capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~
- 253 p. ~~Brownfields (abandoned, idled or under used land which may be subject to environmental contamination) or other~~
254 ~~contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)~~
255 ~~Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.~~
- 256 q. ~~Lack of legal vehicular access to the Property from public roads.~~
- 257 r. ~~Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,~~
258 ~~conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of~~
259 ~~a part of Property by non owners, other than recorded utility easements.~~
- 260 s. ~~Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to~~
261 ~~impose assessments against the real property located within the district.~~
- 262 t. ~~Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~
- 263 u. ~~Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the~~
264 ~~Property, or proposed or pending special assessments.~~
- 265 v. ~~Burial sites, archeological artifacts, mineral rights, orchards or endangered species.~~
- 266 w. ~~Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- 267 x. ~~Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- 268 y. ~~Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- 269 z. ~~Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial~~
270 ~~injuries or disease in livestock on the Property or neighboring properties.~~
- 271 aa. ~~Existing or abandoned manure storage facilities on the Property.~~
- 272 bb. ~~Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of~~
273 ~~the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- 274 cc. ~~The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that~~
275 ~~obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county~~
276 ~~(see lines 139-145).~~
- 277 dd. ~~All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion~~
278 ~~charge or the payment of a use value conversion charge has been deferred.~~
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308
327 ALL THAT APPLY: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____
338 UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
360 Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held ^{by Receiver} ~~in the trust account of the listing broker~~
 372 ~~(Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or~~
 373 ~~otherwise disbursed as provided in the Offer.~~

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

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

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other

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

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

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Property purchased shall include the following tax parcels:

460 KLF2100005B - 26.45 acres+/-

461 KLF1600005A - 68.5 acres+/-

462 KA273000001 - 3.06 acres+/-

463 _____
464 _____

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 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
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer shall have the right to assign this Offer to
527 Purchase to a limited liability company in which Buyer is a member at any time prior to
528 closing.

530 Property is being sold as is, where is, without any warranties or representations, express
531 or implied other than good title. Seller shall convey the Property by Receivers Deed. This
532 Offer is contingent upon Seller receiving court approval from the Walworth County Circuit
533 Court prior to closing.

535 This Offer was drafted by [Licensee and Firm] Kevin Bublitz, Schott, Bublitz & Engel S.C.

536 _____ on _____

537 (x) *Derek A. Brown* September 27, 2013
538 Buyer's Signature ▲ Print Name Here ▶ Derek A. Brown Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

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

542 _____ Broker (By) _____

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

546 (x) *Donald M Carlson* Receiver Oct 3rd
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) *Donald M Carlson* Receiver Oct 3rd
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between AMON LAND COMPANY, LLC, a Wis. limited liability company ("Vendor," whether one or more), and PEGGY A. HAYENGA and CLAYTON B. FIEGEL, as tenants in common ("Purchaser," whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), Walworth County, State of Wisconsin:

See attached.

Recording Area

Name and Return Address

Atty. James W. McNeilly Jr.
CarlsonDash LLC
10411 Corporate Dr., Ste. 100
Pleasant Prairie, WI 53158

See attached.

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at c/o Ronald M. Carlson, Esq., 10411 Corporate Dr., Ste. 100, Pleasant Prairie WI 53158, or to its order, the sum of \$ 110,000.00 in the following manner:

- (a) \$5,500.00 at the execution of this Contract; and
- (b) the balance of \$104,500.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 5.0% % per annum until paid in full as follows:

which shall be paid in twenty-four (24) equal monthly payments of \$689.66 per month due the 5st day of each month starting December 5, 2013, plus the sum of 1/12th of the current real estate taxes due on the Property (currently estimated to be \$225 per month) to be held by Vendor in escrow and paid annually towards the payment of the real estate taxes due on the Property;

provided the entire outstanding balance shall be paid in full on or before December 4, 2015 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.



CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and: see attached.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

_____.
- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

A. Purchaser agrees to pay the cost of future title evidence.

B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on _____.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 10 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 3 days following written notice thereof by Vendor (delivered personally or mailed by mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, ~~and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract.~~ If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

The additional provisions set forth on the attachments are incorporated into and made a part of this Land Contract.

Dated _____.

VENDOR:
Amon Land Company, LLC

PURCHASER:

_____(SEAL) _____(SEAL)
*By: Ronald M. Carlson, Esq. *Peggy A. Hayenga
Its: Court-Appointed Receiver in
Walworth County Case No. 13-CV-364

_____(SEAL) _____(SEAL)
* Clayton B. Fiegel

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named Peggy A. Hayenga and
Clayton B. Fiegel
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Atty. James W. McNeilly Jr. (#1002948)
Pleasant Prairie, WI.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 11-2003

* Type name below signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____ the above-named Ronald M. Carlson,
Esg. to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

Land Contract

**Amon Land Company, LLC to Peggy A. Hayenga/Clayton B. Fiegel
RE: Approximately 3 Acres at W4182 Potter Rd., Elkhorn, WI 53121**

Legal Description:

See attached legal description.

PIN: Part of KLF2000002A and KLF2000001
Address: Part of W4182 Potter Rd., Elkhorn, WI 53121

Additional Terms and Conditions:

1. Purchaser is responsible for insuring the Property and all improvements thereupon at full replacement value, and naming Vendor as additional insured thereupon. If such insurance ever lapses during the term of this Land Contract, then Vendor may obtain replacement insurance at Purchaser's cost, which shall be promptly reimbursed to Vendor upon request and be added to the outstanding balances due herein.

2. Vendor shall be responsible for payment of 2013 property taxes assessed on the Property. Purchaser agrees to pay to Vendor at execution of this land contract the sum of \$225 towards payment of those taxes. Purchaser is responsible for all future taxes and will escrow same as provided in this Land Contract.

3. The Property is currently subject to one or more leases. Vendor makes no representations as to the terms, conditions and expiration of such leases.

4. Vendor may assign all rights and obligations under this Land Contract at anytime, and Purchaser shall attorn and make all future payments to such assignee.

5. The final warranty deed will be free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and easements, restrictions and highway deeds of record, municipal and zoning ordinances, matters disclosed on recorded plat and except lands sold, taken or used for road or highway purposes.

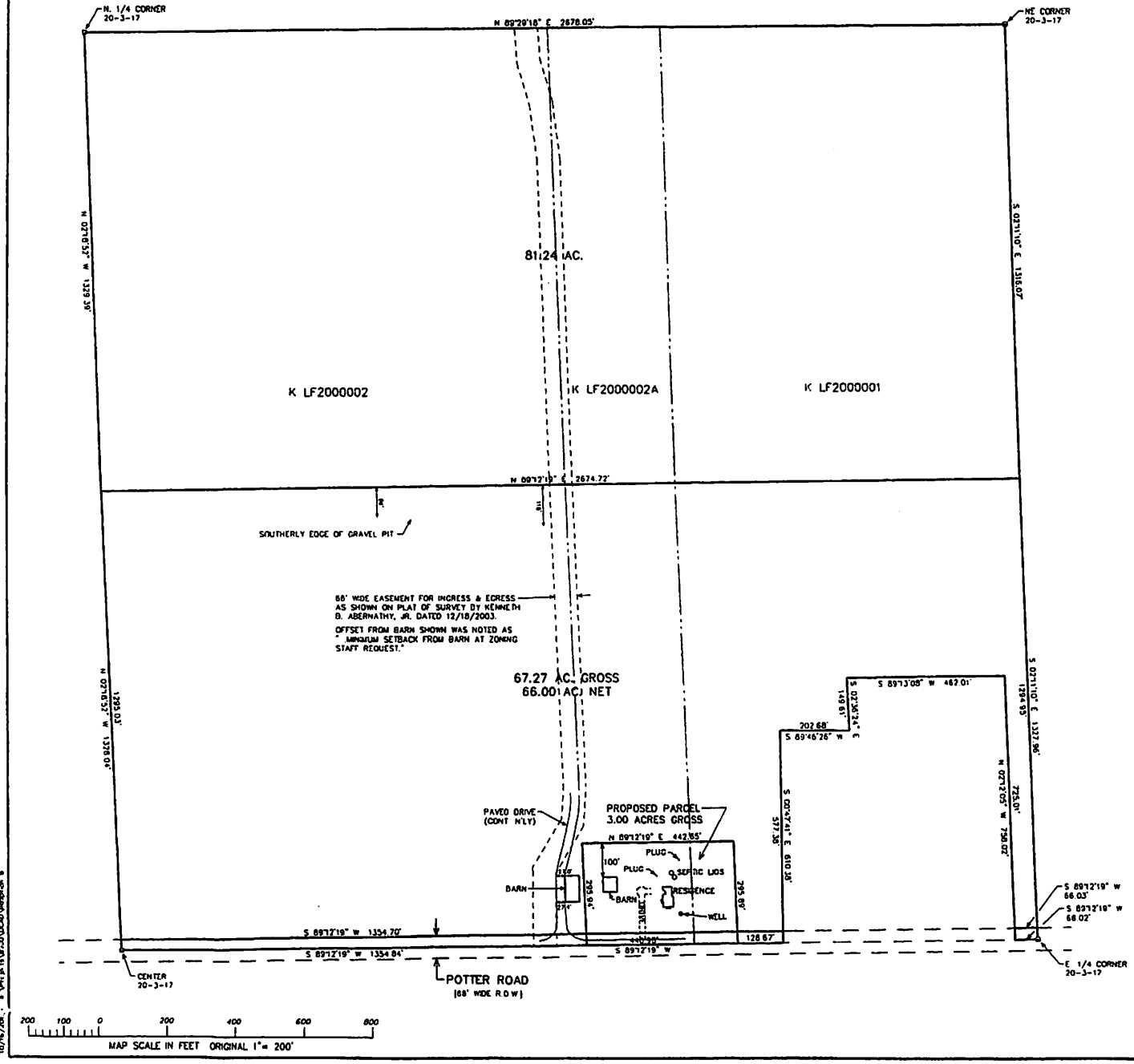
6. This Land Contract shall remain subject to the terms and conditions of those certain mortgages between Vendor and Hometown Bank, Walworth County Wisconsin Register of Deeds Doc. Nos. 812534, 821306, 812535, 821307, 812536, 821308, and 847080, but upon Purchaser's fulfillment of all the terms and conditions of this Land Contract, Hometown Bank has agreed to release said mortgages against this Property.

7. Vendor is subject to certain receivership proceedings pending before the Circuit Court of Walworth County, Case No. 13-CV-364, *In re: Amon Land Company, LLC*, in which Ronald M. Carlson, Esq., has been appointed receiver. By order of the Court therein, the terms and conditions of this Land Contract, and its subsequent assignment to Hometown Bank, have been approved.

PROPOSED LOT LINE ADJUSTMENTS

TAX PARCELS K LF2000001, K LF2000002, & K LF2000002A

PART OF ALL 1/4^s OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 3 NORTH,
RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



EXHIBIT

D

Planning No. 5208

WORK ORDERED BY -
FORSETI CONSULTING, LLC
10411 CORPORATE DRIVE, SUITE 100
PLEASANT PRIDGE, WI 53156

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 REDWAY COURT
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2390 FAX: (262) 723-5888

REVISIONS

PROJECT NO.
6900
DATE
10/18/2013
SHEET NO.
1 OF 1

In re:

B. R. AMON & SONS, INC.,

Case No.: 13-CV-363

Case Code: 30304

Assignor.

In re:

AMON & SONS, INC.,

Case No.: 13-CV-365

Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC,

Case No.: 13-CV-364

Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC.,

Case No.: 13-CV-366

Case Code: 30304

Assignor.

ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGELAND, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Upon consideration of the Receiver's Motion for Entry of an Order Approving Sale of Certain Property to Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, and Authorizing the Disbursement of the Sale Proceeds (the "Sale Motion"), and all other pleadings on file herein; and the Court having held a hearing on October 31, 2013 for approval of the Sale Motion; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all creditors and other parties entitled to notice, and the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the B. R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (each, a "Debtor", collectively, the "Debtors") pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (each, an "Offer", collectively, the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (each, a "Buyer", collectively, the "Buyers") on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers or any of their principals has ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, each of the sales contemplated by the Offers is in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed not less than \$7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown

Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached to the Sale Motion as Exhibit D.

11. Hometown has consented to the sale of the Property pursuant to the terms of the Offers and the proposed order.

12. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

13. Timely notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers, has been provided all parties entitled to notice under the Courts Order limiting notice. Such notice constitutes proper, adequate and sufficient notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers. No further notice of, or opportunity to object to or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers need be provided to any person or entity.

14. All findings of fact set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

CONCLUSIONS OF LAW

1. The sale of the Property pursuant to the Offers complies in all respects with Chapter 128 of the Wisconsin Statutes.

2. Upon the closing of a sale of Property pursuant to an Offer, the sale of such Property will constitute a valid, legal and enforceable transfer to the Buyer that submitted such Offer, or its assigns, as the case may be, of all right, title and interest to such Property, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraphs 9 and 10 of the Findings of Fact above.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is hereby approved.
2. The proposed sales of the Property to the Buyers by the Receiver pursuant to the terms and conditions of the Offers are hereby approved in all respects.
3. All objections to the Sale Motion, if any, are hereby overruled.
4. The Receiver is hereby authorized to, and promptly shall, consummate the sale of the Property to the Buyers pursuant to the terms and conditions of the Offers.
5. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyers, or their respective assigns, as the case may be, any and all documents necessary to carry out the provisions of the proposed sales, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sales described in the Offers without further Order of this Court. An Offer and any related agreements, instruments, or other documents may be modified, amended, or supplemented by the parties thereto without further order or action of this Court; provided that any such modification, amendment, or supplement is not material or contrary to any specific terms of this Order.
6. Upon the closing of a sale pursuant to an Offer, all right, title and interest in and to the Property subject to such Offer shall be vested in the Buyer that submitted such Offer, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above. All Liens shall attach to the proceeds of sales to the same and extent and priority as they existed with respect to the Property immediately prior to the closing.
7. The Receiver is hereby authorized to disburse the net sale proceeds as follows:

- a. To closing costs, as provided in the Offers;
- b. To Hometown Bank, the remainder, in partial satisfaction of its secured claim

in this matter.

8. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, all Liens in any Property subject to an Offer shall be deemed released and terminated upon the closing of the sale contemplated by such Offer without further action, including, without limitation, without the need to terminate, release, amend, or otherwise modify any UCC financing statement, mortgage, or other public filing or record. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, the foregoing notwithstanding, all parties holding Liens on any of the Property subject to an Offer are hereby directed to execute and deliver to the Buyer submitting such Offer, upon closing, such termination statements, releases, satisfactions and other documents as such Buyer deems necessary to terminate such party's Liens in such Property

9. This Order shall be binding upon, shall govern the acts of, and may be relied upon by, all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental agencies or departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Offers. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, all Liens of record with respect to any Property subject to an Offer shall be forthwith released removed and stricken as contemplated by such Offer and all persons and entities described in this paragraph are authorized and specifically directed, upon the closing of the sale of any of

the Property pursuant to an Offer, to release, remove and strike all such recorded Liens against any of such Property from their records, official and otherwise.

10. Notwithstanding anything to the contrary herein, Hometown will not be required to nor will any of its existing mortgages be amended, released, removed, or stricken as set forth in Sections 8 and 9 above.

11. Upon the closing of the sale of any Property pursuant to an Offer, any person or entity that is in possession of any of the Property subject to such Offer or any documents evidencing or relating to any such Property, shall deliver possession of such Property or documents to the Buyer that submitted such Offer.

11. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, and to resolve any disputes with respect to the sale of the Property.

12. All conclusions of law set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

Dated this 31st day of October , 2013.

BY THE COURT:

Honorable Phillip A. Koss
Circuit Court Judge

III

R. O. No. _____ - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a communication from The Green Room Pub on behalf of The Gateway to Sheboygan Group, requesting that the group be granted access to hang lanterns on trees and/or businesses in the Indiana Avenue and South Pier areas the week before Christmas.



City Clerk



about 1000



The Green Room Pub
911 Indiana Avenue
Sheboygan, WI 53081

October 10, 2013

City of Sheboygan
Common Council
Sheboygan, Wisconsin

OCT 23 '13 PM 3:32

Dear City of Sheboygan Common Council Members,

The Green Room Pub, together with the other businesses that make up The Gateway to Sheboygan Group, have come together to promote the Indiana Avenue area of the city. This is being done through a combination of marketing and other activities in an effort to bring more attention to Indiana Avenue and the South Pier District. The Gateway Group is funded solely by its members; it has been instrumental in supporting the community through fundraising and events such as Taste of Sheboygan and local benefit brat fries. This letter's purpose is to gain support from members of the Common Council to allow The Gateway Group to Sheboygan to move forward with our next fundraising project.

The Gateway Group is currently working with teachers and staff from local middle schools in an effort to help raise funds. All money collected will help provide winter clothing for underprivileged students and be used for after-school activities.

Our goal is two-fold: First, we intend to have students design and create paper lanterns to be hung from trees along Indiana Avenue. Second, this project will help stimulate business in the Indiana Avenue/South Pier areas. The Gateway Group would then promote and sell the lanterns through their businesses in an effort to raise the needed funding. The lanterns would be displayed on the trees and/or businesses along Indiana Avenue and South Pier roads the week before Christmas. These LED lighted lanterns will provide an aesthetic change to the downtown area during the holidays.

We believe the partnership between The Gateway Group and local schools will create a positive atmosphere around our local businesses and provide resources for students in need. By having these lanterns on display we believe that the students will take personal pride in their accomplishments. It is the hope of the Gateway Group that this event will bring more members of our community to the area.

We are asking the members of the City Common Council to grant us access to hang the lanterns on city property. It would be the responsibility of the Gateway Group to hang and remove the lanterns. If the project is successful, we hope to make it an annual event and expand it to more schools and more local businesses.

In closing, The Gateway to Sheboygan Group would like to thank all members of the Common Council for your time in hearing our request. We hope that you will consider allowing our group and local schools to move forward with this positive community project.

Sincerely,

Ryan N. Messner
The Gateway of Sheboygan Business Member
Owner/Manager
Green Room Pub
(920) 912-6292
messner.ryan@gmail.com

II

R. O. No. _____ - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a communication from the Hmong Mutual Assistance Association of Sheboygan, Inc., requesting approval from the Common Council to post three banners for the 2013 Hmong New Year at various locations.



City Clerk

11

James K. [unclear]



Hmong Mutual Assistance Association of Sheboygan, Inc.
2304 Superior Avenue
Sheboygan WI 53081
(920) 458-0808 www.hmaaweb.org

A Non-profit Organization, est. 1980

Sheboygan City Clerk's Office
828 Center Ave, Suite 100
Sheboygan, WI 53081

101 98 118 47 218 8

Dear Sheboygan Common Council,

The Hmong New Year Committee requests the approval of the Common Council to post three (3) banners for the 2013 Hmong New Year.

The sizes of the banner and locations are as follow:

- 4 ft x 8 ft each (banners will be secured with metal poles)
- Locations: Union and S. Business (North East corner)
Eire and 14th Street (North West corner)
North Ave and Calumet Dr. (North East corner)

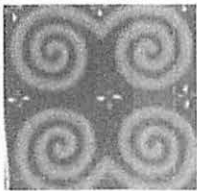
The dates requested are from 16 November to 1 December, 2013.

Attached is an example copy of the banner.

Sincerely,

Shua P. Yang

Vice-Chair, Hmong New Year
920-243-0336 or yangshua@yahoo.com



HEBOYGAN HMONG NEW YEAR 2013

NYOB ZOO XYOO TSHIAB

November 29, 30 & December 1, 2013



- Traditional Ball Tossing (Pov Pob)
- Folk Song s/ Hais Kwv Txhiaj
- Cultural, Fashion & Talent Show
- Dancing & Singing Competition
- Hmong Food, Art, and Craft Vendors


Location:

Sheboygan North High School
Acuity Fieldhouse

Saturday

Nov 30

- 10 am: Ribbon Cutting Ceremony
- 12 noon: Complimentary Lunch
- 6pm: Live Band Entertainment

Sponsor by:  Union Oriental Market

Come Join Us !



[HTTP://www.hmaaweb.org](http://www.hmaaweb.org)

R. O. No. _____ - 13 - 14. By BOARD OF WATER COMMISSIONERS.
November 4, 2013.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners reports that it has submitted an application to the Public Service Commission (PSC) of Wisconsin to increase water rates effective in early 2014. There was no increase in 2013. The application is in support of the Board's long term plans for significant capital infrastructure investment in the coming years. Major projects include ultraviolet disinfection, an intake pipeline, a new low lift pumping station with suction well, and major water main replacements. The increase is estimated at 7%, which would be approximately \$1.00 per month on a typical residential bill for 18,750 gallons. This would not apply to sanitary sewer charges, which are determined separately by Council.

Despite the increase, Sheboygan will continue to have among the lowest water rates in the state. Sheboygan's residential water rates are half of the average residential water rates for class AB utilities. Sheboygan's industrial water rates are also half of the average industrial water rates for class AB utilities.

The Board anticipates the public hearing on the rate case will occur this winter.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

II

R. O. No. _____ - 13 - 14. By BOARD OF WATER COMMISSIONERS.
November 4, 2013.

To the Honorable Mayor and Common Council:

In order to complete funding for its ultraviolet disinfection project, the Board of Water Commissioners intends to apply for a State of Wisconsin Safe Drinking Water Loan, which would provide funds at 55% of market rate interest. The initial construction cost estimate for the UV project is \$4.0M.

The Utility would repay this issuance entirely using water revenues. The Wisconsin Public Service Commission (PSC) would establish any necessary rate increase to cover loan payments.

As the Water Utility operates entirely on water revenues, there would be no cost to the City of Sheboygan general fund. The Water Utility's annual tax equivalent payment to the City would be expected to increase by approximately \$75,000 upon completion of the project.

By way of this Report, the Board of Water Commissioners requests Common Council approval for the Utility to proceed with the loan application. Final approval of any Safe Drinking Water loans would be requested at a later date.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

III

Res. No. - 13 - 14 . By Alderpersons Hammond, Carlson and Versey.
November 4, 2013.

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2013 and adopting the program for implementation.

WHEREAS, the Capital Improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS, the Commission considered many requests and proposals for the various departments in the City of Sheboygan.

RESOLVED: That the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2013 and adopting the program for implementation be approved.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

The Capital Improvements Commission at the July 8, 2013 meeting approved the following projects for 2013:

Erie Ave Reconstruction	\$200,000
Eisner Ave	\$300,000
Street Improvements	\$165,000
Fire Command Vehicle	\$35,000

III

Res. No. _____ - 13 - 14. By Alderperson Heidemann. November 4, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at Cleveland Park and Roosevelt Park.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing its playground equipment for uniformity and ease of maintenance, and

WHEREAS, Miller & Associates is the preferred distributor of Burke Playground Equipment, which has been predominantly used in the City of Sheboygan and is manufactured in Fond du Lac, Wisconsin, which allows for quick service.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Miller & Associates for supplying and installing new playground equipment at Cleveland Park and Roosevelt Park for the purchase of playground equipment at a cost of not to exceed \$50,000 in payment of same from the Capital Improvements, Improvements Other Than Building Fund 10153000-631100.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 13 - 14. By Alderperson Hammond, Carlson, Belanger, Dassler and Heidemann. November 4, 2013.

A Resolution to implement a Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure for the City of Sheboygan.

Statement of Purpose

This Post-Issuance Compliance Policy (the "Policy") sets forth specific policies of the City of Sheboygan, Wisconsin (the "Issuer") designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder ("Treasury Regulations") for obligations issued by the Issuer on tax-exempt or tax-advantaged basis ("Obligations"); and
- (ii) with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax-exempt / tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Chief Administrative Officer (the "Compliance Officer") shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds

of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining

in advance whether such funds must be invested at a restricted yield.

- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;

2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
5. Joint-ventures, limited liability companies or partnership arrangements;
6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues "qualified tax-exempt obligations" in any year, the Compliance Officer shall monitor all tax-exempt financings (including

lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "small issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued.

The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 2. Documentation evidencing expenditure of proceeds of the issue;
 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.

4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 5. Documentation evidencing all sources of payment or security for the issue; and
 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 180 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.
- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.

- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

Conduit Bond Financings

In conduit bond financings, such as industrial revenue bonds or Midwestern Disaster Area Bonds, the Issuer is not in a position to directly monitor compliance with arbitrage requirements and qualified use requirements because information concerning and control of those activities lies with the private borrower. The Issuer's policy in connection with conduit financings is to require that the bond documents in such financings impose on the borrower (and trustee or other applicable party) responsibility to monitor compliance with qualified use rules and arbitrage and other federal tax requirements and to take necessary action if remediation of nonqualified bonds is required.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 13 - 14. By Alderperson Hammond, Carlson, Belanger,
Dassler and Heidemann. November 4, 2013

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

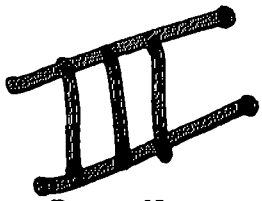
Establish estimated revenue and appropriation for Industrial Park Land improvements utilizing proceeds of land sale

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Industrial Park Fund Sale of Land 40761100-469111	Industrial Park Fund Land Improvements 40761100-611100	\$15,448

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 13 - 14. By Alderperson Hammond, Carlson, Belanger, Dassler and Heidemann. November 4, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establish appropriation for advance to TID No. 15 for development incentive to be repaid with interest from future increments

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	TID No. 15 Fund	
Advance To TID No. 15	Advance from General Fund	
10181300-811318	31815100-492101	\$40,500

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By FINANCE. November 4, 2013.

Your Committee to whom was referred Res. No. 75-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish revenue and appropriation for grant received from the WI Department of Justice Heroin Initiative 2013); recommends that the Resolution be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.4

Res. No. 75 - 13 - 14. By Alderperson Hammond. October 21, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establish estimated revenue and appropriation for grant received from the Wisconsin Department of Justice Heroin Initiative 2013.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Heroin Initiative	
10121100-434211	10121100-521800-00055	\$17,000

*Finance
Approved*

DH

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred R. O. No. 137-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #0134 be denied based upon his failure to accurately reveal all convictions on his Beverage Operator's license application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

_____ Committee.

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

IV

Other Matters

7.3

R. O. No. 137 - 13 - 14. By CITY CLERK. September 16, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Law Lic.
10/7/13 - grant all licenses except David, Neumeyer, Schepp, Stuedemann, Valey, Waraich, Waraich, Waraich
10/21/13 - grant Stuedemann, Valey, Waraich, Waraich, Waraich
Call in - David Wittmann - Hold Schepp
11/4/13 - grant 7074-Beverage; withdraw Taxi
Neumeyer - Deny

Susan Richards
City Clerk

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7767	Albrecht, Chris S.	1615 Tennis Lane
0128	Badtke, Thomas M.	1523 Washington Ave.
7538	Beeck, Michael K.	1235 North Ave.
0132	Bhatta, Lok Raj	1441 Park View Ter., #37
0139	Brown, Joshua T.	4417 Primrose Ct./PO Box 1193
0155	Buchholz, Christine A.	2924 S. 10 th St.
0131	Carriveau, Daniel A.	1133 Roosevelt St., Little Chute
0140	David, Richard J.	1525 N. 35 th St.
0138	Flaig, Somer M.	637 Reed St., Plymouth
0136	Fredricks, Sydney A.	1606 Wilson Ave.
0143	Gottsacker, Robert D.	1009 Indiana Ave.
0145	Johnson, Gerald T.	2265 Farlin Ave., #2, Green Bay
0137	Krieski, Mindy K.	531 S. 8 th St.
6911	Lee, Manasty Vang	406 Vollrath Blvd.
9340	Malpica, Maritza	507A N. Franklin St.
0135	Mondragon, Heather L.	2619 Erie Ave.
0134	Neumeyer, Joshua A.	1204 N. 5 th St., #202

13



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9336	Pintor, Christine M.	1515 S. 13 th St.
0144	Rubin, Angela M.	714A Superior Ave.
7074	Schepp, Jack B.	W1851 Playbird Rd.
7048	Stuedemann, Michael J.	512 N. 8 th St.
0129	Van Rixel, Jacqueline A.	721 N. Franklin St.
9880	Velez, Leon A.	3722 Superior Ave., #B7
3028	Vick, Cathy A.	1416 Logan Ave.
4239	Yurk, Richard C.	3825 S. 15 th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0130	Hameister, Julie M.	1923A N. 7 th St.
0147	Rosenberg, Melissa A.	1410 MacArthur Ave., #7
7074	Schepp, Jack B.	W1851 Playbird Rd.
9846	Waraich, Celia M.	408 Euclid Ave.
0142	Waraich, Jesse Singh	408 Euclid Ave.



Gen. Ord. No. - 13 - 14 . By Alderperson Versey. November 4, 2013.

AN ORDINANCE repealing and recreating Section 86-31 and Subsection 86-32(b) of the Sheboygan Municipal Code relating to the composition and selection of the City Plan Commission so as to add two additional citizen members.

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

Section 1. Section 86-31 of the Sheboygan Municipal Code entitled "Composition" is hereby repealed and recreated to read as follows:

"Sec. 86-31. *Composition.*

- (a) The city plan commission shall consist of the mayor, who shall be its presiding officer, the city engineer, an alderman and six citizens so that the commission shall at all times consist of nine members. Citizen members shall be persons of recognized experience and qualifications.
- (b) At least two of the six citizen members shall be architects licensed to practice by the State of Wisconsin."

Section 2. Section 86-32 of the Sheboygan Municipal Code entitled "Selection; term" is hereby amended by repealing and creating subsection (b) thereof to read as follows:

"Sec. 86-32. *Selection; term.*

. . .

- (b) The citizen members shall be appointed for terms of three years in such a manner as to have an appointment of two citizen members each year."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. - 13 - 14 . By Alderperson Versey. November 4, 2013.

AN ORDINANCE repealing and recreating Section 15.935 of the Sheboygan Zoning Ordinance so as to delete the Architectural Review Board and provide for architectural review by the Plan Commission.

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

Section 1. Section 15.935 of the Sheboygan Zoning Ordinance is hereby repealed and recreated to read as follows:

"Section 15.935 Architectural Approval

(1) No building permit for any new nonresidential building or structure to be hereafter erected in the City of Sheboygan, and any addition to, or alteration of nonresidential buildings or structures which alters more than twenty (20) percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the Plan Commission. Exact replacements of architectural components are exempt from this provision.

(a) **Application for Architectural Approval:** An application for a building permit for a building or other structure for which the approval of the Plan Commission is required shall be accompanied by the following additional documents and drawings:

1. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.

2. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the

structure for which architectural approval is sought.

(b) **Standards for Architectural Approval:** The Plan Commission shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site. After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the Plan Commission shall approve the architecture and design of the proposed building or structure whenever it shall find that:

1. The exterior architectural features, including general design, arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.
2. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.

The Plan Commission shall not consider the interior arrangement of buildings for which architectural approval is sought.

(c) All applications for architectural approval of a building or structure shall be considered by the Plan Commission at a public meeting. A notice of the date, time,

place and subject of the meeting shall be provided. Appeals of determinations of the Plan Commission denying architectural approval shall be to the Common Council."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



4.2

Res. No. 73 - 13 - 14. By Alderpersons Hammond, Belanger, Heidemann and Dassler. October 21, 2013



A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donation from the American Automobile Association for the Sheboygan Police Department to purchase an intoxiclock device:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
Contribution	Intoxiclock Device	
10121100-467101	10121100-530200	\$2,200

ties over

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

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

II

4.3

Res. No. 74 - 13 - 14. By Alderpersons Hammond, Belanger, Heidemann and Dassler. October 21, 2013.

A RESOLUTION authorizing the Chief Administrative Officer to enter into contract for obtaining audit services.


WHEREAS, the City has utilized SchenkSC to provide audit services for the fiscal years since 2005, and


WHEREAS, SchenckSC has submitted a proposal for continuation of audits of the City of Sheboygan for the years ending December 31, 2013, 2014, 2015, 2016 and 2017 for a total cost of \$193,650.

RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with SchenckSC for providing audit services as quoted and waiving the need for competitive bidding.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw orders on the Annual Audit Account General Fund 10110100-521110; as well as the Mead Public Library Fund, the Parking Utility Fund, the Shoreline Metro Transit Fund and the Wastewater System Fund in payment of same.

lies over





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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

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III

1942

COMMON COUNCIL

Official Proceedings of the 2013-2014 Common Council of the City of Sheboygan.

FIFTEENTH REGULAR MEETING

The Council met: Monday, November 4, 2013.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey 11.

Absent and Excused: Bohren, Hammond, Heidemann, Matichek, Van Akkeren 5.

On motion by Alderperson Carlson and second by Alderperson Belanger, the reading of the minutes of the Fourteenth Regular Meeting held October 21, 2013, was approved as entered on the record, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey 11.

Nays: None.

MAYOR'S ANNOUNCEMENTS

On motion by Alderperson Carlson and second by Alderperson Belanger, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey 11.

Nays: None.

COMMUNICATIONS AND PETITIONS

Com. No. 20 - 13 - 14. November 4, 2013.

Submitting a communication from Matt Bremser in regards to the use of garbage and recycling containers for residents to use for garbage collection.

Was referred to the Committee on Public Works.

REPORTS OF OFFICERS

***R. O. No. 170 -13-14. By CITY PLAN COMMISSION. November 4, 2013.**

Your Commission to whom was referred Gen. Ord. No. 34-13-14 by Alderpersons Thiel and Lewandoske and R.O. No. 163-13-14 by City Clerk relative requesting encroachments for the installation of new underground conduit structures for fiber optic cable at various locations in the City; wishes to report this matter was discussed at the regular meeting of the City Plan Commission October 29, 2013, and after due consideration, recommends to accept and file the RO and pass the attached substitute ordinance.

R. O. No. 171 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of South 15th Street and Illinois Ave.

Was referred to the Committee on Finance.

R. O. No. 172 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Receiver's Motions in the case of Amon & Sons, Et Al for approval of auctioneer, approval of agreement with auctioneer, and approval of auction to sell aggregate and sand inventory free and clear of all liens, claims and encumbrances.

Was referred to the Committee on Finance.

R. O. No. 173 - 13 - 14. By BOARD OF WATER COMMISSIONERS. November 4, 2013.

The Sheboygan Board of Water Commissioners reports that it has submitted an application to the Public Service Commission (PSC) of Wisconsin to increase water rates effective in early 2014. There was no increase in 2013. The application is in support of the Board's long term plans for significant capital infrastructure investment in the coming years. Major projects include ultraviolet disinfection, an intake pipeline, a new low lift pumping station with suction well, and major water main replacements. The increase is estimated at 7%, which would be approximately \$1.00 per month on a typical residential bill for 18,750 gallons. This would not apply to sanitary sewer charges, which are determined separately by Council.

Was referred to the Committee on Finance.

R. O. No. 174 - 13 - 14. By BOARD OF WATER COMMISSIONERS. November 4, 2013.

In order to complete funding for its ultraviolet disinfection project, the Board of Water Commissioners intends to apply for a State of Wisconsin Safe Drinking Water Loan, which would provide funds at 55% of market rate interest. The initial construction cost estimate for the UV project is \$4.0M.

Was referred to the Committee on Finance.

R. O. No. 175 - 13 - 14. CITY CLERK. November 4, 2013.

Submitting a communication from ROCKETS FOR SCHOOLS Spaceport Sheboygan requesting 3 of the City's free days at the Blue Harbor Convention Center for May 1 – 3, 2014 event and also requesting support from the Police and Fire Departments and Public Works.

Was referred to the Committees on Finance, Public Protection and Safety and Public Works.

R. O. No. 176 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

R. O. No. 177 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a communication from Darnell Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1411 N. 4th Street.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 178 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a communication from The Green Room Pub on behalf of The Gateway to Sheboygan Group, requesting that the group be granted access to hang lanterns on trees and/or businesses in the Indiana Avenue and South Pier areas.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 179 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a communication from the Hmong Mutual Assistance Association of Sheboygan, Inc., requesting approval from the Common Council to post three banners for the 2013 Hmong New Year at various locations.

Was referred to the Committee on Public Works.

RESOLUTIONS INTRODUCED

Res. No. 76 - 13 - 14. By Alderpersons Carlson and Versey. November 4, 2013.

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2013 and adopting the program for implementation.

Lies over under the rules.

Res. No. 77 - 13 - 14. By Alderperson Carlson, Belanger, and Dassler. November 4, 2013.

A RESOLUTION to implement a Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure for the City of Sheboygan.

Lies over under the rules.

Res. No. 78 - 13 - 14. By Alderperson Carlson, Belanger and Dassler. November 4, 2013

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

Res. No. 79 - 13 - 14. By Alderperson Carlson, Belanger and Dassler. November 4, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

Res. No. 80 - 13 - 14. By Alderperson Carlson. November 4, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at Cleveland Park and Roosevelt Park.

Was referred to the Committee on Public Works.

Res. No. 81 - 13 - 14. By Alderperson Bohren. November 4, 2013.

A RESOLUTION calling for an update and review of the compensation package for City of Sheboygan Fire Chief.

Was referred to the Committee on Salaries and Grievances.

REPORTS OF COMMITTEES

R. C. No. 221 - 13 - 14. By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred R. O. No. 137-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #0134 be denied based upon his failure to accurately reveal all convictions on his Beverage Operator's license application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Thiel, the Report of Committee was referred to the Committee on Law and Licensing, all Alderpersons present voting "Aye".

***R. C. No. 222 - 13 - 14. By LAW AND LICENSING. November 4, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 137-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the Beverage Operator's license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

7074 Schepp, Jack B.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No. Name

*7074 Schepp, Jack B.

***File the application as it has been withdrawn.**

***R. C. No. 223 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. November 4, 2013.**

Your Committee to whom was referred R. O. 139-13-14 by the City Clerk submitting a communication from Walter Holzhaeuser requesting that the stop lights located at the intersection of N. 13th Street and Geele Ave. be removed and replaced with stop signs; recommends filing the Report of Officer.

***R. C. No. 224 - 13 - 14. By LAW AND LICENSING. November 4, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 154-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

0158 Becker, Nathan J.

*0163 White, Amanda C.

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

***R. C. No. 225 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. November 4, 2013.**

Your Committee to whom was referred R. O. 158-13-14 by the City Clerk submitting a communication from Alderperson Lewandoske submitting a proposal that no changes may be made to any parking area within 1,000 (one thousand) feet of Sheboygan's City Hall without first being referred to the Public Works Committee and voted on by the full Common Council; recommends filing the Report of Officer.

***R. C. No. 226 - 13 - 14. By FINANCE. November 4, 2013.**

Your Committee to whom was referred R. O. No. 164-13-14 by the City Clerk submitting a communication from Lakeshore Technical College District submitting their Tax Levy Report; recommends that the document be accepted and placed on file.

***R. C. No. 227 - 13 - 14. By LAW AND LICENSING. November 4, 2013.**

Your Committee to whom was referred, R. O. No. 165-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

RESERVE "CLASS B" LIQUOR LICENSE (June 30, 2014)

No. Name

3025 Executive Pub

Address

723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

8431 Born, Melissa M.

0175 Brock, Angel L.

*0177 Champeau, Larissa M.

Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.

- 0185 Cordero, Amy M.
- 0184 Hoppe, Jessica S.
- 0183 Kaczmarowski, Mikayla L.
- *0173 Sander, Anne M.

***Grant with instructions to correct the application.**

- 6072 Sandoval, Rosalba
- *0179 Snyder, Kristin R.

Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.

- 0181 Vang, Thao S.
- TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name
0182	Bruehling, Kellie R.
0176	Gorges, Timothy R.
0178	Harvey, Derek J.
9814	Maldonad, Silvestre Torres

R. C. No. 228 - 13 - 14. By FINANCE. November 4, 2013.

Your Committee to whom was referred Res. No. 75-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish revenue and appropriation for grant received from the WI Department of Justice Heroin Initiative 2013); recommends that the Resolution be passed.

Accepted and adopted.

RESOLUTIONS ON SECOND READING

Res. No. 75 - 13 - 14. By Alderperson Hammond. October 21, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establish estimated revenue and appropriation for grant received from the Wisconsin Department of Justice Heroin Initiative 2013.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Heroin Initiative	
10121100-434211	10121100-521800-00055	\$17,000

On motion by Alderperson Carlson and second by Alderperson Belanger, the Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey

11.

Nays: None.

ORDINANCES ON SECOND READING

***Subs. of Gen. Ord. No. 34 – 13 - 14. By Alderpersons Thiel and Lewandoske. November 4, 2013.**

AN ORDINANCE granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching within public right of way in various locations in the City of Sheboygan for the purpose of installation of new underground conduit structures and installation of Meter Pedestal within public right of way:

- Node 1B – 2252 New Jersey Ave.
- Node 2 – Front of 2410 Erie Ave.
- Node 5 – Opposite of 1802 Superior Ave.
- Node 6 – Front of 1418A N. 13th St.
- Node 7 – Side of 1951 N. 12th St.
- Node 8 – Side of N. 2325 N. 9th St.
- Node 9 – Front of 734 Mayflower Ave.
- Node 10 – Side of 1904 Broadway
- Node 15 – Side of 1006 Broadway
- Node 16 – Front of 1723 Washington Ave.

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

Section 1. Subject to the terms and conditions contained herein, ExteNet Systems, Inc., its successors and assigns, is hereby granted the privilege of encroaching, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said ExteNet Systems, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said ExteNet Systems, Inc., its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said ExteNet Systems, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

ORDINANCES INTRODUCED

Gen. Ord. No. 38 – 13 - 14. By Alderperson Versey. November 4, 2013.

AN ORDINANCE repealing and recreating Section 86-31 and Subsection 86-32(b) of the Sheboygan Municipal Code relating to the composition and selection of the City Plan Commission so as to add two additional citizen members.

Was referred to the City Plan Commission.

Gen. Ord. No. 39 – 13 - 14. By Alderperson Versey. November 4, 2013.

AN ORDINANCE repealing and recreating Section 15.935 of the Sheboygan Zoning Ordinance so as to delete the Architectural Review Board and provide for architectural review by the Plan Commission.

Was referred to the City Plan Commission.

Gen. Ord. No. 40 – 13 – 14. By Alderperson Heidemann. November 4, 2013.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal.

Was referred to the Committee on Public Works.

MATTERS LAID OVER

Res. No. 73 - 13 - 14. By Alderpersons Belanger and Dassler. October 21, 2013

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donation from the American Automobile Association for the Sheboygan Police Department to purchase an intoxiclock device:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
Contribution	Intoxiclock Device	
10121100-467101	10121100-530200	\$2,200

On motion by Alderperson Carlson and second by Alderperson Belanger, the Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey

□ 11.
Nays: None.

Res. No. 74 - 13 - 14. By Alderpersons Belanger and Dassler. October 21, 2013.

A RESOLUTION authorizing the Chief Administrative Officer to enter into contract for obtaining audit services.

WHEREAS, the City has utilized SchenkSC to provide audit services for the fiscal years since 2005, and

WHEREAS, SchenckSC has submitted a proposal for continuation of audits of the City of Sheboygan for the years ending December 31, 2013, 2014, 2015, 2016 and 2017 for a total cost of \$193,650.

RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with SchenckSC for providing audit services as quoted and waiving the need for competitive bidding.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw orders on the Annual Audit Account General Fund 10110100-521110; as well as the Mead Public Library Fund, the Parking Utility Fund, the Shoreline Metro Transit Fund and the Wastewater System Fund in payment of same.

On motion by Alderperson Carlson and second by Alderperson Belanger, the Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey

□ 11.
Nays: None.

CONVENE INTO CLOSED SESSION

A MOTION TO CONVENE IN CLOSED SESSION was made by Alderperson Carlson and second by Alderperson Belanger, under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible purchase of public property where competitive and bargaining reasons require a closed session was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey

□ 11.
Nays: None.

There being no further business, on motion by Alderperson Carlson and second by Alderperson Belanger, the meeting was then adjourned, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey □ 11.

Nays: None.

Mayor

City Clerk