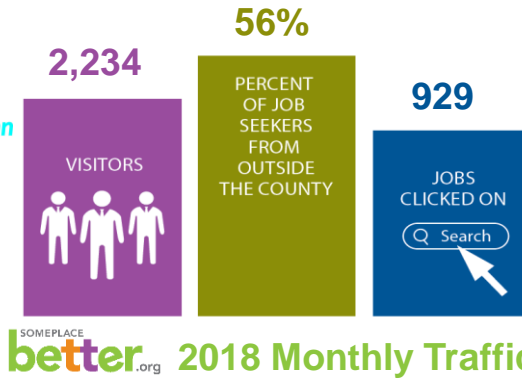


**\*\*\*ATTACHMENTS\*\*\***

## Workforce Development

### Pipeline Development

- The Joseph Project
- Puerto Rico recruitment
- Co-op grant with **InspireSheboygan County**
- SomeplaceBetter.org Hosting
- Job Fair event organizing
- Positive community PR
- Housing development



## Entrepreneurship

In partnership with



UNIVERSITY of WISCONSIN-GREEN BAY  
Small Business Development Center  
Connecting learning to life



**2 ETP Classes**

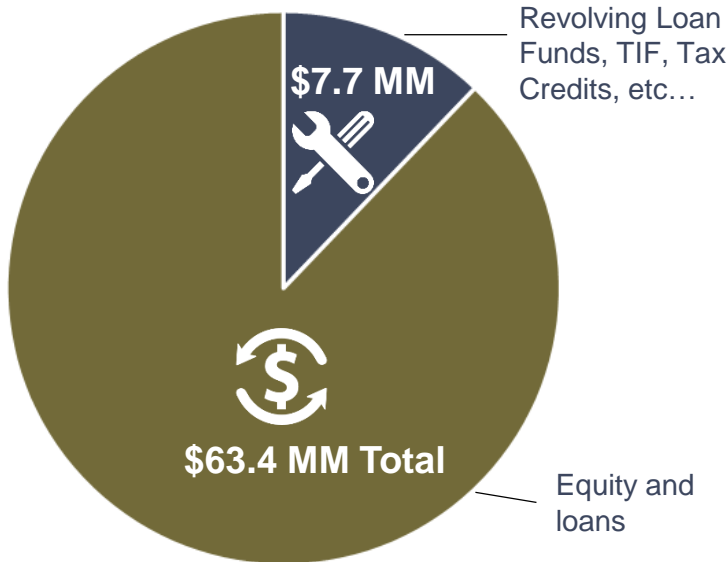


**99 Clients**



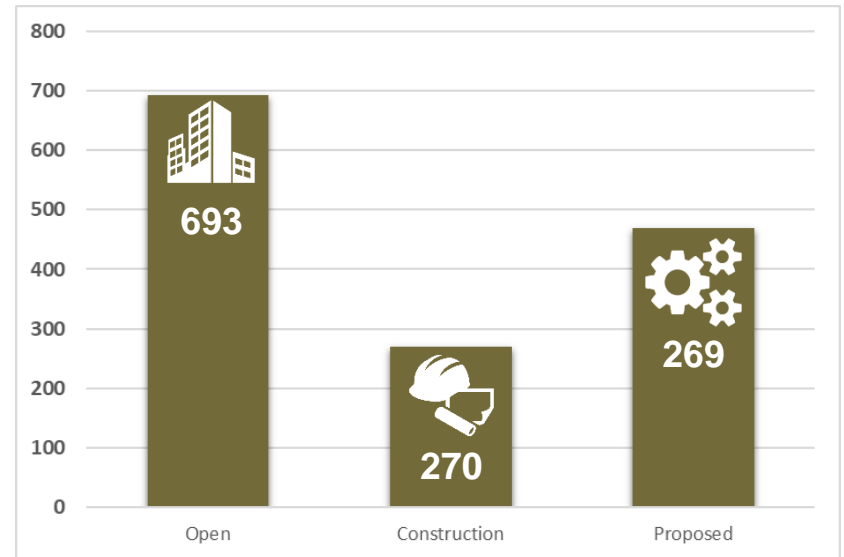
**8 Start-Ups**

## SCEDC Driven Investment (2018)



Lifetime: \$367,648,298 Invested  
4,660 Jobs Impacted  
115 Companies Assisted

## Multifamily Tracker



## Projects Influenced by the SCEDC

- |                         |                          |
|-------------------------|--------------------------|
| Meadowland Villas       | Stoney Ridge             |
| The Preserve            | Portscape Apartments     |
| The Encore              | Granite Trace Apartments |
| High Pointe             | The Oscar                |
| Green Meadows Townhomes | 7Penn                    |

# SCEDC Goals – Actions – Expected Outcomes

**Date:** October 2018  
**Goal:** 1  
**Title of Goal:** Operate a county-wide service center to encourage investment and job creation

**Overall Outcomes**

- Assist primary employers to create or retain 200 employees annually
- Secure \$30,000,000 in new investment annually
- Contact “at risk” businesses annually

Status Key		
	On Target	We are on track to deliver project
	Watch	We are not on track to deliver project but we have a plan to get back on track
	Deadline	We are not on track and have no plan to get plan back to green
	Finished	Project is complete!


Action #	Actions	Expected Action Outcome	End Date	Status
1	Maintain a focused business development program offering information regarding financial, business planning and networking resources, including direct project management services	Have at least 80 client-businesses per year (businesses that have had more than one contact on an issue).		
2	Contact the most “at risk” businesses determined by ownership status, HQ location or expected ownership change.	Contact 50 “at risk” businesses annually.		
3	Operate similar, but specialized services focused on entrepreneurs, second-stage firms and mature industries.	Have at least 3 firms per year in Economic Gardening Program (RevBoost).		
4	Commission studies to create or find the most updated information on underserved markets such as housing, retail or services.	Create annual desktop reports for single family, multifamily, retail, industrial and office markets which can be provided to potential investors.		

# SCEDC Goals – Actions – Expected Outcomes

**Date:** October 2018  
**Goal:** 2  
**Title of Goal:** Provide solutions to the skilled and unskilled labor shortage

## Overall Outcomes

- *Maintain the Someplace Better website and social media assets*
- *Increase workforce pool by 1,000 annually*
- *Increase the construction housing in County by:*
  - *30 owner-occupied units per year until home production increases from an estimated 150 units to 230 units.*
  - *Ensure 1,400 apartment units are constructed by the end of 2020.*
  - *Also ensure an additional 120 units being built per year afterwards*
- *Ensure housing and livability trends desired by multiple demographics are addressed*
- *Expand high school co-op program from 40 to 140 co-ops by end of 2019*

<b>Status Key</b>		
	On Target	We are on track to deliver project
	Watch	We are not on track to deliver project but we have a plan to get back on track
	Deadline	We are not on track and have no plan to get plan back to green
	Finished	Project is complete!

Action #	Actions	Expected Outcome	End Date	Status
1	Identify sites for housing development and encourage investment.	Increase the construction housing in County by: 30 owner-occupied units per year until home production increases from an estimated 150 units to 230 units. Ensure 1,400 apartment units are constructed by 2021 and 120 units per year afterwards.		
2	Create an urban business park focused on workforce experience to aid in the attraction and retention of talent by firms.	Have the Innovation Task Force develop a plan to address programming and facility needs.		
3	Partner with INSPIRE Sheboygan County to better connect students to career opportunities via an expansion of the co-op program to countywide.	Expand high school co-op program from 40 to 140 co-ops by end of 2019.		
4	Create proactive workforce recruitment campaigns in partnership with firms.	Make 5 more introductions to The Joseph Project and Hispanic (Puerto Rico) recruitment efforts. Partner with firms to provide four job fairs, one outside Sheboygan County.		
5	Be persistent in public relations and earned media campaigns to communicate need for workforce in Sheboygan County both within and outside the market.	Have 3 stories run per year stating Sheboygan County's need for employees.		
6	Assist communities to become better promoters and originators of community development to enhance resident quality of life.	Encourage quality of life amenities to attract workforce (ie. bike trails, parks, recreation programs, aquatic centers).		







# SCEDC Goals – Actions – Expected Outcomes

**Date:** October 2018  
**Goal:** 3  
**Title of Goal:** Continue to develop programming to encourage business and community growth.

## Overall Outcomes

- Continue to administer the Sheboygan County and Plymouth Revolving Loan Fund
- Maintain business park listings online
- Collaborative relationships with multiple local governments

Status Key		
	On Target	We are on track to deliver project
	Watch	We are not on track to deliver project but we have a plan to get back on track
	Deadline	We are not on track and have no plan to get plan back to green
	Finished	Project is complete!





Action #	Actions	Expected Outcome	End Date	Status
1	Become active in community comprehensive plans to encourage more aggressive community development strategies.	Work with three communities to bolster economic and community development sections of the plan.		
2	Use Foundation and New Summits, LLC to partner with communities to encourage self-investment and serve as the backbone of community development efforts as needed.	Have a conversation with all investor communities about the Foundation and New Summits.		
3	Create partnerships with other non-profits and organizations to enhance service levels.	Send joint mailer with Chamber to businesses informing them of SomeplaceBetter.org.  Partner with Habitat for Humanity & United Way on affordable housing solutions.		
4	Encourage the smart use of TIDs and other community-based tools to allow for financial solutions to market challenges.	Send information package to every local elected official in Sheboygan County outlining local government and municipal tool box.		
5	Champion and congratulate communities for successful developments.	Acknowledge positive community contributions via newsletter and other media sources to foster friendly competition.		
6	Encourage land development in business parks, retail corridors, residential neighborhoods and downtown/urban redevelopments.	Get and maintain commercial database feed into online database on SheboyganCountyEDC.com.  Update corridor maps.		




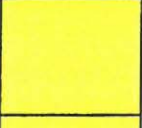

# SCEDC Goals – Actions – Expected Outcomes

Date: **October 2018**  
 Goal: **4**  
 Title of Goal: **Diversify Sheboygan County's Economy**

## Overall Outcomes

- Run at least two Entrepreneurship Training Program courses annually
- Launch three entrepreneurial classes in area high schools by 2020
- Increase the successful start-up rate (firms less than 5 years old) from 16% to 19% by 2020

Status Key		
	On Target	We are on track to deliver project
	Watch	We are not on track to deliver project but we have a plan to get back on track
	Deadline	We are not on track and have no plan to get plan back to green
	Finished	Project is complete!

Action #	Actions	Expected Outcome	End Date	Status
1	Enhance entrepreneurial partnership with SBDC and SCORE to benefit local firms.	Have 12 successful start-ups per year utilizing joint SBDC and SCEDC services.		
2	Identify and encourage investment in underserved markets.	Create a comprehensive list of investor community wants and needs to encourage entrepreneurship in desired areas. (ie grocery in Random Lake or chain Italian in Sheboygan).		
3	Create an innovation community based on workforce recruitment and retention, but animated by entrepreneurship-like activity.	Run at least two Entrepreneurship Training Program courses annually.  Innovation Task force to recommend programs and facilities to encourage entrepreneurship.		
4	Work with education and other nonprofits to create entrepreneurial classes and programming.	Launch three entrepreneurial classes in area K-12 schools by 2020.		
5	Public relations campaign to provide "permission" for people to consider opening own firm.	Create two published columns or stories per year on why entrepreneurship is a valid career option.		





# SCEDC Goals – Actions – Expected Outcomes





**Date:** October 2018  
**Goal:** 5  
**Title of Goal:** Tell Sheboygan County’s story to increase and attract investment.

**Overall Outcomes**

- Two earned media stories per month
- Provide for overall messaging of growth and needs

**Status Key**

	On Target	We are on track to deliver project
	Watch	We are not on track to deliver project but we have a plan to get back on track
	Deadline	We are not on track and have no plan to get plan back to green
	Finished	Project is complete!





Action #	Actions	Expected Outcome	End Date	Status
1	Maintain press release lists and develop relationship with key reporters.	Meet with local media editors (Sheboygan Press, Plymouth Review, Sounder, etc..) once per year.		
2	Issue press releases and social media content with every success.	One earned media story per month.		
3	Become and communicate as “subject matter experts” for the local economy.	Update media messaging once per year with focus on 3 <sup>rd</sup> party data.		
4	PR significant success through clients own words to effectively communicate the value of the SCEDC.	Create and distribute a press release and testimonial with every SCEDC success.		

# SCEDC Goals – Actions – Expected Outcomes

**Date:** October 2018  
**Goal:** 6  
**Title of Goal:** Strengthen the organization to become more effective and efficient to accomplish the mission.

## Overall Outcomes

- *Develop and retain efficient staff to accomplish the mission*
- *Secure over 130 private investors by 2020.*
- *Raise or generate an additional \$40,000 in revenues by 2020.*

Status Key	
	On Target We are on track to deliver project
	Watch We are not on track to deliver project but we have a plan to get back on track
	Deadline We are not on track and have no plan to get plan back to green
	Finished Project is complete!

Action #	Actions	Expected Outcome	End Date	Status
1	Ensure effective communication with investors indicating what their investment is buying	Information on success with invoices.  Semi-annual report to investors.		
2	Outreach to several new potential investors every month.	Contact at least four potential new investors every month to have a face to face conversation.  Secure over 130 private investors by 2020.		
3	Provide for professional development and office technology for staff.	Develop personal development plans for each member of the team.		

**To: SCEDC Board of Directors**  
**From: Joseph Sheehan, Executive Director**  
**Date: December 5, 2018**

**Subject: PROJECT MANAGEMENT OF THE SCEDC STRATEGIC PLAN**

**The attached report to the Board of Directors is the quarterly update of the Strategic Plan. Our purpose in implementing Project Management is to provide a simple, visual and consistent reporting system that tracks/reports progress on our Strategic Plan's goals. It is a system to communicate projects and successes and help us stay on track. It also creates and provides a heightened accountability that is visual for staff and the Board.**

**We have designed the project management system to be user friendly. Our system is a staff-driven system that will assist us in monitoring and reporting successes in our board approved long range plan.**

## Innovation Committee

<b>First</b>	<b>Last</b>	<b>Company</b>	<b>Email</b>	<b>Phone</b>
Gary	Dulmes	SCEDC		
Deidre	Martinez	Sheboygan County Chamber		
Aaron	Brault	Sheboygan County		
Nikki	Kiss	INSPIRE		
Amanda	Salazar	Harbor Centre		
Katelyn	Braun	Coastal YPN		
James	Lemerond	Lakeshore Technical College		
Ryan	Kauth	UW-Green Bay		
Scott	Niederjohn	Lakeland University		
Rob	Thomas	Millipore Sigma		
Claudia	Krepsky	Kohler Co.		
TBD		Sargento		
TBD		Vollrath Co.		
Mike	Klein	Bemis Manufacturing		
Kevin	Zeinemann	Curt G. Joa		
Rob	Koenig	Alaark Tooling & Automation		
Adam	Schneider	Concept Works		
Mark	Dodge	Bertram Wireless		
Jake	Konrath	SASD		
Jeremy	Udovich	Entrepreneur		
Caleb	Jenesma	St. Nicholas Hospital		

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

**ITEM DESCRIPTION:** Resolution No. 157-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City Officials to issue a demolition permit and pending action by the Historical Preservation Commission to negotiate a contract for the complete demolition of the Sheboygan Municipal Auditorium and Armory including restoration of the site.

**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

**REPORT DATE:** January 8, 2019

**MEETING DATE:** January 14, 2019

**FISCAL SUMMARY:**

Budget Line Item: Land  
 Improvements  
 Budget Summary: TID 16 Fund  
 Budgeted Expenditure: \$ 0  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

With the passage of Res. No. 118-18-19, the Common Council directed that the Purchasing Agent issue bids for the demolition of the Sheboygan Municipal Auditorium and Armory. Request for Bids No.1926-18 was issued and bids were received on December 21, 2018.

Bid No. 1926-18

<b>Contractor Name</b>	<b>City</b>	<b>Base Bid</b>
American Demolition Inc.	Elgin, IL	\$ 557,700.00
Badgerland Demolition, Inc.	De Pere, WI	\$ 328,500.00
Best Enterprises, LLC	De Pere, WI	\$ 319,500.00
Robinson Brothers Environmental	Waunakee, WI	\$ 478,970.00

Upon review of the bids, it has been determined that the low bidder, Best Enterprises, LLC of De Pere, WI has the necessary equipment, personnel and schedule capacity to complete the work. The work would commence on January 31, 2019 and complete within 120 days.



**STAFF COMMENTS:**

The structure's condition continues to degrade with each passing year. Despite a nationwide search for parties interested in the redevelopment of the structure in 2014 and more recently the unsuccessful attempts by several groups to raise the needed capital to fund redevelopment, it is apparent that the building has reached the end of its useful life.

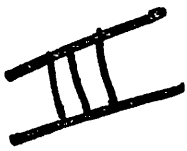
In addition to demolition and related restoration of the site, the requested funding includes the removal of the remaining asbestos containing materials and an allowance of \$5,000 for a third party civil engineering firm to verify proper backfill compaction as well as a modest contingency allowance (5 percent) to deal with unanticipated site or other conditions, should they arise.

**ACTION REQUESTED:**

Motion to recommend that the Common Council approve Res. No. 157-18-19 to authorize the appropriate City Officials to obtain a demolition permit, and pending a review by the Historic Preservation Commission, negotiate a contract for demolition and subsequent restoration of the site with Best Enterprises, LLC of De Pere WI in the amount of \$319,500.00 and an additional amount of \$20,975.00 for third party testing and contingency for a total request of \$340,475.00

**ATTACHMENTS:**

- I. Res. No. 157-18-19



Res. No. 157 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
January 7, 2019.

A RESOLUTION expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site.

WHEREAS, the City of Sheboygan has a desire to contract for demolition of the Sheboygan Municipal Auditorium and Armory in order to clear the site for future development opportunities; and

WHEREAS, the City issued a Request for Bids for the work to include abatement of the remaining asbestos, demolition of the building and other improvements followed by restoration of the site and received bids from several qualified contractors; and

WHEREAS, to that end, the City has a desire to enter into contract for the work with the lowest responsive bidder so that work may begin as soon as possible; and

WHEREAS, the bid submitted by Best Enterprises, LLC of DePere WI in the amount of \$319,500.00 meets or exceeds all of the requirements and could start as early as January 31, 2019. The anticipated duration of the project is 120 days; and

WHEREAS, additional anticipated costs for completing the demolition include a \$5,000 allowance for a third party civil engineering firm (yet to be determined or contracted) to provide compaction testing of the backfilled basement areas in order to assure that the site will be "shovel ready" for potential future development, and a modest five-percent contingency in the amount of \$15,975.00 for unexpected or unanticipated conditions encountered during the demolition process; and

WHEREAS, the demolition contract, once negotiated, will require council approval, due to its size; and

WHEREAS, in order to preserve the amount of the bid, action must be taken quickly to obtain a demolition permit prior to the issuance of the contract, as the issuance of said permit initiates the process by which the historic preservation commission has the opportunity to stay the demolition in order to determine whether opportunities remain to preserve the building on the site; and

*Finance +  
Personnel*


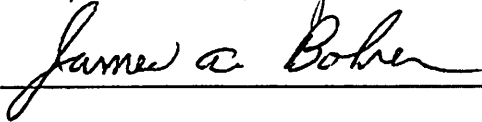
WHEREAS, it is the sense of the council that the best way to balance the historic preservation process without jeopardizing the amount of the bids obtained is for the City to obtain the demolition permit as soon as possible, prior to approval of the demolition contract.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to obtain a demolition permit for the demolition of the Armory building.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to negotiate a contract with Best Enterprises, LLC of DePere WI for the provision and complete demolition of the Sheboygan Municipal Auditorium and Armory in the amount of \$319,500.00, with an additional allowance of \$20,975.00 for third party testing and a modest contingency.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted demolition, associated third party testing and a contingency having a total cost of \$340,475.00.

42661100-611200 TID 16 Capital Project Fund - Land Improvements

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

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

# REVISED LISTING CONTRACT

CBRE, Inc.

Approved by the Wisconsin Real Estate Examining Board  
11-1-17 (Optional Use Date) 1-1-18 (Mandatory Use Date)

Page 1 of 6, WB-3

## WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
- 2 ■ **PROPERTY DESCRIPTION:** Street address is: Southpointe Enterprise Campus
- 3 in Section \_\_\_\_\_ in the City of Sheboygan, County of Sheboygan,
- 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
- 5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
- 6 the following items: \_\_\_\_\_
- 7 \_\_\_\_\_
- 8 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
- 11 **lessor. (See lines 239-244).**
- 12 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ See Addendum ).
- 13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
- 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
- 15 agreements or conservation easements, (county, state or federal): \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
- 18 has been assessed as agricultural property under use value law.
- 19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
- 20 \_\_\_\_\_
- 21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
- 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
- 23 \_\_\_\_\_
- 24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
- 25 ■ **ZONING:** Seller represents that the property is zoned: \_\_\_\_\_
- 26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
- 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity \_\_\_\_\_
- 28 \_\_\_\_\_; gas \_\_\_\_\_; municipal sewer \_\_\_\_\_;
- 29 municipal water \_\_\_\_\_; telephone \_\_\_\_\_;
- 30 cable \_\_\_\_\_; other \_\_\_\_\_
- 31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
- 32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
- 33 of this Listing. The marketing may include: See Addendum #1
- 34 \_\_\_\_\_ . The Firm and its agents may advertise the following
- 35 special financing and incentives offered by Seller: N/A
- 36 \_\_\_\_\_ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
- 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
- 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
- 39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
- 40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
- 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
- 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
- 43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
- 44 The following other buyers \_\_\_\_\_
- 45 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_
- 46 **[INSERT DATE].** These other buyers are no longer excluded from this Listing after the specified date unless, on or before
- 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
- 48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: See Addendum #1
- 49 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_
- 50 **COMMISSION** The Firm's commission shall be See Addendum #1
- 51 \_\_\_\_\_
- 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) ~~A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,~~  
58 ~~the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer~~  
59 ~~to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer~~  
60 ~~submitting the written offer has the ability to complete the buyer's obligations under the written offer.~~

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,  
62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by  
63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date  
65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**  
74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to  
76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of  
77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any  
78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions  
80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial  
81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real  
82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not  
83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe  
86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**  
99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse  
103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
109 advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services  
115 through designated agency, which is one type of multiple representation relationship.

- 116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
- 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
- 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
- 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
- 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
- 121 any of your confidential information to another party unless required to do so by law.
- 122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
- 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
- 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
- 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
- 126 agent may represent more than one client in a transaction.
- 127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
- 128 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

- 130  The same firm may represent me and the other party as long as the same agent is not representing us
- 131 both. (multiple representation relationship with designated agency)
- 132  The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
- 133 more different agents are involved. (multiple representation relationship without designated agency)
- 134  The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
- 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**

137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**

138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**

139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**

140 **you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by

143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put

144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to

145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**

147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**

148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language

150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ~~■ CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given to~~

152 ~~the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person~~

153 ~~would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to~~

154 ~~disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm~~

155 ~~is no longer providing brokerage services to you.~~

156 The following information is required to be disclosed by law:

- 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).
- 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
- 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that

161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you

162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION: See Addendum #1 for Confidentiality Notice**

164

165 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents):** \_\_\_\_\_

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its

168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as

169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes

170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to

171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to

172 attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's  
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control  
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to  
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries  
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or  
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's  
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder  
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).  
 184 **CAUTION: Seller should consider obtaining an Indemnification agreement from buyer for liabilities under the**  
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and  
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may  
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding  
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended  
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller  
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing  
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s) supervising broker. Seller  
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be  
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective  
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.  
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**  
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** ~~Seller agrees to complete the vacant land disclosure report provided by the~~  
 206 ~~Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after~~  
 207 ~~completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to~~  
 208 ~~distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the~~  
 209 ~~Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.~~

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** ~~Seller represents to the Firm that as of the date of this Listing,~~  
 211 ~~Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land~~  
 212 ~~disclosure report.~~

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be  
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be  
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

## 225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
  - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
  - 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 234 event occurred and by counting subsequent calendar days.

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

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

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as  
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such  
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest  
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,  
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,  
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in  
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of  
 256 this Listing:

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term  
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on  
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on  
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.  
 279 REEB-18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated  
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances  
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to  
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment  
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal  
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if  
294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Pelishek

296 Firm's recipient for delivery (optional): Christian Chambers, Trent Poole or Ryan Brah

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

298 Seller: ( ) Firm: ( 414 ) 273-4362

299  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or  
301 296, for delivery to the party's delivery address at line 305 or 306.

302  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line  
304 305 or 306.

305 Delivery address for Seller:

306 Delivery address for Firm: 777 E. Wisconsin Ave., Suite 3150, Milwaukee, WI 53202

307  (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at  
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first  
310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Pelishek@SheboyganWI.gov

312 E-Mail address for Firm: christian.chambers@cbre.com; trent.poole@cbre.com;ryan.brah@cbre.com

313 **ADDITIONAL PROVISIONS** City of Sheboygan shall have an option to renew this contract

314  
315  
316  
317

318 **ADDENDA** The attached addenda Addendum #1  
319 \_\_\_\_\_ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 3rd day of January, 2019, up  
321 to the earlier of midnight of the 31st day of December, 2021, or the conveyance  
322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**  
324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**  
325 **INCORPORATED INTO THE LISTING.**

326 (x) \_\_\_\_\_ 1/ /19  
327 Seller's Signature ▲ Print Name } Chad Pelishek Date ▲

328 (x) \_\_\_\_\_  
329 Seller's Signature ▲ Print Name } \_\_\_\_\_ Date ▲

330 (x) \_\_\_\_\_  
331 Seller's Signature ▲ Print Name } \_\_\_\_\_ Date ▲

332 (x) \_\_\_\_\_  
333 Seller's Signature ▲ Print Name } \_\_\_\_\_ Date ▲

334  
335 Seller Entity Name (if any) Print Name ▲ \_\_\_\_\_

336 (x) \_\_\_\_\_  
337 Authorized Signature ▲ \_\_\_\_\_ Date ▲  
338 Print Name & Title } \_\_\_\_\_

339  
340 Firm Name ▲ \_\_\_\_\_

341 (x) K. Armstrong \_\_\_\_\_ 1/9 /19  
342 Agent's Signature ▲ Print Name } Kevin J. Armstrong, Mng. Dir. Date ▲



**Addendum #1 to WB-3 Vacant Land Listing Contract**  
CBRE, INC.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

This Addendum is hereby incorporated by reference to "WB-3 Vacant Land Listing Contract - Exclusive Right to Sell" under Section REEB 16.06(4) of the Wisconsin Administrative Code for the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the new SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

**Interior Lots/Standard Parcels: \$50,000 per acre**

**I-43 Frontage Parcels: \$100,000 per acre**

As used in this Contract, the term "Seller" shall refer to: City of Sheboygan

1. Lines 13 through 23 and Lines are deleted and replaced as follows: The Property is being sold in an "as is" condition, without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related thereto, including zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks ("Hazardous Materials") in, on, or about the Property. Prospective purchasers shall be advised of this fact and shall be allowed to make independent investigations of the Property made by their own experts, at their own expense. Seller shall insert language reflecting the above into any purchase and sale agreement entered into by Seller, which language shall also disclaim any such representations regarding the condition of the Property by Broker and any reliance by the purchaser on any such representations or any investigation or inspection by Broker Notwithstanding the foregoing or anything to the contrary contained herein, Broker shall be permitted to comply with all legal obligations (if any) to disclose any and all adverse facts actually known by Broker.
2. The blank in Line 33 shall contain the following provision: "Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property."
3. The deleted sections of Lines 48 and 49 shall be replaced with the following: "Cooperating brokers who procure a purchaser of the Property shall be compensated pursuant to a separate written agreement with Broker. Broker may share commission with a co-broker, but in no event shall CBRE receive less than fifty percent (50%) of total commission paid. A co-broke is any agent or broker other than CBRE's Listing Agents, Trent Poole, Christian Chambers and Ryan Brah.
4. The blank in Line 50 shall contain the following: Eight percent (8%) of the gross sales price to be paid in full to Broker at closing. In the event of a co-broke, commission shall be ten percent (10%) of the gross sales price paid in full to Broker at closing, payable fifty percent (50%) to CBRE and fifty percent (50%) to Cooperating Broker. "Gross Sales Price" shall include any and all consideration received or receivable, including but not limited to, the assumption of existing liabilities.

**Exception to Commission:** Commission to CBRE will be six percent (6%) only if the sale is a result of a city generated lead and CBRE has a limited role in the execution.

5. The deleted sentence beginning on Line 64 and ending on Line 65 shall be replaced with the following sentence: "Commissions shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of deed, lease execution, or taking of possession by the purchaser or tenant."

6. If Owner checks Line 130 of the Disclosure to Clients stating "I consent to designated agency", the following individuals shall become Owner's Designated Agents: Trent Poole, Christian Chambers and Ryan Brah.
7. The following shall be added at the end of Line 131: "If Seller consents to designated agency, Broker-affiliated licensees who represent buyers and have been appointed as such buyers' designated agents, to the exclusion of all Broker-affiliated licensees (including, without limitation, those licensees appointed as Seller's designated agents), shall be treated as "cooperating brokers" for purposes of this Agreement."
8. The deleted sentence beginning on Line 151 and ending on Line 155 of the Disclosure to Clients shall be replaced by the following:

"Broker will keep confidential any information given to Broker by Seller which provides Seller with an economic advantage and which is generally not known, and cannot readily be determined, by persons not employed by Seller ("Confidential Information"), unless the information must be disclosed by law or Seller authorizes Broker to disclose particular information. Broker shall continue to keep Confidential Information confidential for a period of two (2) years after Broker ceases to provide brokerage services to Seller hereunder.

"Confidential Information" shall not include information to the extent that: (a) such information becomes generally available to the public other than as a result of unauthorized disclosure by Broker; (b) such information was received by Broker on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such information; (c) such information can be shown to have been developed independently by the Broker without reliance on any Confidential Information; or (d) such information was in Broker's lawful possession prior to receipt from Seller."
9. The deleted portions of Lines 205 through 212 shall be replaced with: "Seller acknowledges that Broker has inquired about the condition of the Property and that Seller has not provided Broker with either an oral or written disclosure report. The Property is being sold in "as is" condition (see Form WB-3, Lines 13 through 23 (as amended by this Addendum)) and Broker is hereby relieved of any duty to Seller to conduct an inspection of the Property pursuant to REEB 24.07.
10. The deleted portions of Lines 276 through 283 shall be replaced with the following sentence: "Broker shall not, and shall have no responsibility to, hold any earnest money or other trust funds in connection with this transaction."
11. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants. You wish the Property to be presented to such tenants, and you consent to CBRE providing brokerage services to both Owner and prospective tenants as a dual agent. In the event of dual agency, you acknowledge that neither CBRE nor any of CBRE's salespersons may assist you or such prospective tenant with information, opinions, and advice that may favor the interests of one client over the other. NOTE: YOU MAY WITHDRAW YOUR CONSENT TO CBRE'S DUAL AGENCY BY WRITTEN NOTICE TO US AT ANY TIME. Upon your and the prospective tenant's subsequent written consent, we may appoint the Listing Team as your designated agents to act exclusively for you and in your interest to the exclusion of all other CBRE-affiliated licensees of Broker ("Non-Listing Team Agents") and Non-Listing Team Agents as designated agents to act exclusively for and in the interest of the prospective tenants. In such event, the Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other except as expressly authorized by their respective principal. Non-Listing Team Agents shall be treated as Cooperating Brokers for purposes of this Agreement.
12. Seller and its counsel shall be solely responsible for determining the legal sufficiency of all offers, counteroffers, purchase and sale agreements, and any other documents relating to any transaction contemplated by this Agreement.
13. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the

escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

14. Seller represents that it is the seller of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
15. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments, or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Seller hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions.
16. While both parties are confident that this relationship will be mutually satisfactory, if there is a dispute between the parties, then both parties agree to resolve it subject to the following:
  - a. if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
  - b. **WHERE PERMITTED BY LAW, EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
17. Both parties agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, both parties acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
18. This Agreement is the entire agreement between the parties and supersedes all prior understandings between the parties regarding this engagement and is governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of each party's lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both parties. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that they have both participated in the negotiation and drafting of this Agreement. Owner acknowledges that the person signing this Agreement on their behalf has Owner's full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

19. NOTICE: A broker has the authority under Wisconsin Statute Section 779.32 to file a broker's lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, that is the subject of this agreement.

This Addendum was prepared by: Shannon Clark, Esquire  
CBRE, Inc.  
321 North Clark Street  
Suite 3400  
Chicago, IL 60654  
(312) 416-3052

CBRE, Inc.  
Licensed Real Estate Broker

OWNER:

City of Sheboygan

By:   
Kevin J. Armstrong  
Managing Director

By: \_\_\_\_\_  
Chad Pelishek  
Director of Planning & Development

Date: January 9, 2019

Date: January \_\_\_\_, 2019

**CONSULT YOUR ADVISORS** – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Res. No. 158-18-19 by Alderperson Rindfleisch and Bohren authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus.

---

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

---

**REPORT DATE:** January 7, 2019

**MEETING DATE:** January 14, 2019

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

---

Wisconsin Statutes: N/A  
Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

To assist city staff in promoting and selling land for development in the SouthPointe Enterprise Campus, staff issued a request for proposals to commercial brokers to assist with selling the land. Two proposals were received: CBRE and Dickman Company. After conducting interviews with both firms, staff agreed that CBRE met the needs of the community and recommended proceeding with them. CBRE will provide real estate services for SouthPointe Enterprise Campus for eight percent commission.

**STAFF COMMENTS:**

City staff has identified two changes that need to be included in the attached contract:

1. Limiting the contract to three years with one three year extension.
2. Agreeing upon the commission rate to be paid to the broker should city staff generate the lead and close on the land.

Given CBRE connections surrounding the Foxconn project and their exposure in the market from Wisconsin/Illinois border to Green Bay including the Fox Valley, staff thinks that they will well represent the property to potential development leads and recommends the Council approve the listing contract.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Res. No. 158-18-19, authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus.

**ATTACHMENTS:**

- I. Res. No. 158-18-19

III

4.2

Res. No. 158 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
January 7, 2019.

A RESOLUTION authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus.

WHEREAS, City staff released a request for proposals to eleven commercial brokerage firms in Wisconsin and received two proposals from CBRE and the Dickman Company; and

WHEREAS, after conducting interviews with the two firms, city staff recommends proceeding with CBRE to provide real estate services for SouthPointe Enterprise Campus based on a brokerage fee equal to eight percent (8%) of the sale price.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the Director of Planning and Development to enter into the attached listing contract with CBRE for real estate services for a period of three years for the SouthPointe Enterprise Campus.

*Finances + Personnel*

*Ronald Rindfleisch*  
*James A. Bohren*

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

Approved by the Wisconsin Real Estate Examining Board  
11-1-17 (Optional Use Date) 1-1-18 (Mandatory Use Date)

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: Southpointe Enterprise Campus

3 in Section \_\_\_\_\_ in the City of Sheboygan, County of Sheboygan,

4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and  
6 the following items: \_\_\_\_\_

8 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_

9  
10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**  
11 **lessor. (See lines 239-244).**

12 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ See Addendum \_\_\_\_\_).

13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
15 agreements or conservation easements, (county, state or federal): \_\_\_\_\_  
16 \_\_\_\_\_

17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**  
18 has been assessed as agricultural property under use value law.

19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
20 \_\_\_\_\_

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject  
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
23 \_\_\_\_\_

24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

25 ■ **ZONING:** Seller represents that the property is zoned: \_\_\_\_\_

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:  
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity \_\_\_\_\_

28 \_\_\_\_\_; gas \_\_\_\_\_; municipal sewer \_\_\_\_\_;

29 municipal water \_\_\_\_\_; telephone \_\_\_\_\_;

30 cable \_\_\_\_\_; other \_\_\_\_\_

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.

32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term  
33 of this Listing. The marketing may include: See Addendum #1

34 \_\_\_\_\_ . The Firm and its agents may advertise the following  
35 special financing and incentives offered by Seller: N/A

36 \_\_\_\_\_ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See  
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer  
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing  
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.

42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

44 The following other buyers \_\_\_\_\_

45 \_\_\_\_\_ are excluded from this Listing until \_\_\_\_\_

46 **[INSERT DATE].** These other buyers are no longer excluded from this Listing after the specified date unless, on or before  
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: See Addendum #1

49 \_\_\_\_\_ . (Exceptions if any): \_\_\_\_\_

50 **COMMISSION** The Firm's commission shall be See Addendum #1

51 \_\_\_\_\_

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;

54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;

55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;

56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,  
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer  
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer  
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,  
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by  
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date  
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or  
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for  
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining  
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to  
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of  
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any  
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions  
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial  
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real  
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not  
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

#### 84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe  
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,  
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your  
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**  
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 101 your transaction, unless you release the firm from this duty.
  - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse  
 103 Facts.
  - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 105 that are within the scope of the agency agreement.
  - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
  - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
 111 relationship"), different duties may apply.

#### 112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services  
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or  
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide  
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.  
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,  
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal  
 121 any of your confidential information to another party unless required to do so by law.  
 122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize  
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more  
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,  
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same  
 126 agent may represent more than one client in a transaction.  
 127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage  
 128 services to more than one client in the transaction.

**CHECK ONLY ONE OF THE THREE BELOW:**

- 130  The same firm may represent me and the other party as long as the same agent is not representing us  
 131 both. (multiple representation relationship with designated agency)
- 132  The same firm may represent me and the other party, but the firm must remain neutral regardless if one or  
 133 more different agents are involved. (multiple representation relationship without designated agency)
- 134  The same firm cannot represent both me and the other party in the same transaction. (I reject multiple  
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**  
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**  
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**  
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**  
 140 **you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by  
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put  
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to  
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**  
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**  
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language  
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ~~■ CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given to~~  
 152 ~~the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person~~  
 153 ~~would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to~~  
 154 ~~disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm~~  
 155 ~~is no longer providing brokerage services to you.~~

156 The following information is required to be disclosed by law:  
 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).  
 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on  
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that  
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you  
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION: See Addendum #1 for Confidentiality Notice**

165 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents):** \_\_\_\_\_

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its  
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as  
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes  
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to  
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to  
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's  
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control  
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to  
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries  
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or  
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's  
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder  
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).  
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**  
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and  
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may  
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding  
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended  
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller  
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing  
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for  
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a  
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.  
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the  
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s) supervising broker. Seller  
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be  
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective  
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.  
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**  
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** ~~Seller agrees to complete the vacant land disclosure report provided by the~~  
 206 ~~Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after~~  
 207 ~~completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to~~  
 208 ~~distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the~~  
 209 ~~Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.~~

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** ~~Seller represents to the Firm that as of the date of this Listing,~~  
 211 ~~Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land~~  
 212 ~~disclosure report.~~

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage  
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft  
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional  
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be  
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and  
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be  
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in  
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

## 225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
234 event occurred and by counting subsequent calendar days.

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

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

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as  
240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION:** Annual crops are not part of the purchase price unless otherwise agreed.

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such  
246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest  
250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,  
251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,  
252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in  
253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of  
256 this Listing:

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term  
258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on  
270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on  
271 lines 191-195.

272 ■ **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 ■ **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.  
279 REEB-18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated  
280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances  
281 made by the Firm on behalf of Seller and one-half of the balance, but not in excess of the agreed commission, shall be paid to  
282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment  
283 to the Firm shall not terminate this Listing.

284 ■ **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal  
286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if  
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Felishek

296 Firm's recipient for delivery (optional): Christian Chambers, Trent Poole or Ryan Brah

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

298 Seller: ( ) Firm: ( 414 ) 273-4362

299  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or  
 301 296, for delivery to the party's delivery address at line 305 or 306.

302  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line  
 304 305 or 306.

305 Delivery address for Seller:

306 Delivery address for Firm: 777 E. Wisconsin Ave., Suite 3150, Milwaukee, WI 53202

307  (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at  
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used  
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first  
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Felishek@SheboyganWI.gov

312 E-Mail address for Firm: christian.chambers@cbre.com; trent.poole@cbre.com; ryan.brah@cbre.com

313 **ADDITIONAL PROVISIONS**

314

315

316

317

318 **ADDENDA** The attached addenda Addendum #1

319 is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 3rd day of January, 2019, up  
 321 to the earlier of midnight of the 31st day of December, 2019, or the conveyance  
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**  
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**  
 325 **INCORPORATED INTO THE LISTING.**

326 (x) \_\_\_\_\_ 1/ /19  
 327 Seller's Signature ▲ Print Name } Chad Peli Date ▲

328 (x) \_\_\_\_\_  
 329 Seller's Signature ▲ Print Name } Date ▲

330 (x) \_\_\_\_\_  
 331 Seller's Signature ▲ Print Name } Date ▲

332 (x) \_\_\_\_\_  
 333 Seller's Signature ▲ Print Name } Date ▲

334 \_\_\_\_\_  
 335 Seller Entity Name (if any) Print Name ▲

336 (x) \_\_\_\_\_  
 337 Authorized Signature ▲ Date ▲  
 338 Print Name & Title }

339 \_\_\_\_\_  
 340 Firm Name ▲

341 (x) \_\_\_\_\_ 1/ /19  
 342 Agent's Signature ▲ Print Name } Kevin J. Armstrong, Mng. Dir. Date ▲



**Addendum #1 to WB-3 Vacant Land Listing Contract  
CBRE, INC.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER**

This Addendum is hereby incorporated by reference to "WB-3 Vacant Land Listing Contract - Exclusive Right to Sell" under Section REEB 16.06(4) of the Wisconsin Administrative Code for the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the new SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

**Interior Lots/Standard Parcels: \$50,000 per acre**

**I-43 Frontage Parcels: \$100,000 per acre**

As used in this Contract, the term "Seller" shall refer to: City of Sheboygan

1. Lines 13 through 23 and Lines are deleted and replaced as follows: The Property is being sold in an "as is" condition, without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related thereto, including zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks ("Hazardous Materials") in, on, or about the Property. Prospective purchasers shall be advised of this fact and shall be allowed to make independent investigations of the Property made by their own experts, at their own expense. Seller shall insert language reflecting the above into any purchase and sale agreement entered into by Seller, which language shall also disclaim any such representations regarding the condition of the Property by Broker and any reliance by the purchaser on any such representations or any investigation or inspection by Broker Notwithstanding the foregoing or anything to the contrary contained herein, Broker shall be permitted to comply with all legal obligations (if any) to disclose any and all adverse facts actually known by Broker.
2. The blank in Line 33 shall contain the following provision: "Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property."
3. The deleted sections of Lines 48 and 49 shall be replaced with the following: "Cooperating brokers who procure a purchaser of the Property shall be compensated pursuant to a separate written agreement with Broker. Broker may share commission with a co-broker, but in no event shall CBRE receive less than fifty percent (50%) of total commission paid. A co-broke is any agent or broker other than CBRE's Listing Agents, Trent Poole, Christian Chambers and Ryan Brah.
4. The blank in Line 50 shall contain the following: Eight percent (8%) of the gross sales price to be paid in full to Broker at closing. In the event of a co-broke, commission shall be ten percent (10%) of the gross sales price paid in full to Broker at closing, payable fifty percent (50%) to CBRE and fifty percent (50%) to Cooperating Broker. "Gross Sales Price" shall include any and all consideration received or receivable, including but not limited to, the assumption of existing liabilities.
5. The deleted sentence beginning on Line 64 and ending on Line 65 shall be replaced with the following sentence: "Commissions shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of deed, lease execution, or taking of possession by the purchaser or tenant."
6. If Owner checks Line 130 of the Disclosure to Clients stating "I consent to designated agency", the following individuals shall become Owner's Designated Agents: Trent Poole, Christian Chambers and Ryan Brah.

7. The following shall be added at the end of Line 131: "If Seller consents to designated agency, Broker-affiliated licensees who represent buyers and have been appointed as such buyers' designated agents, to the exclusion of all Broker-affiliated licensees (including, without limitation, those licensees appointed as Seller's designated agents), shall be treated as "cooperating brokers" for purposes of this Agreement."
8. The deleted sentence beginning on Line 151 and ending on Line 155 of the Disclosure to Clients shall be replaced by the following:

"Broker will keep confidential any information given to Broker by Seller which provides Seller with an economic advantage and which is generally not known, and cannot readily be determined, by persons not employed by Seller ("Confidential Information"), unless the information must be disclosed by law or Seller authorizes Broker to disclose particular information. Broker shall continue to keep Confidential Information confidential for a period of two (2) years after Broker ceases to provide brokerage services to Seller hereunder.

"Confidential Information" shall not include information to the extent that: (a) such information becomes generally available to the public other than as a result of unauthorized disclosure by Broker; (b) such information was received by Broker on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such information; (c) such information can be shown to have been developed independently by the Broker without reliance on any Confidential Information; or (d) such information was in Broker's lawful possession prior to receipt from Seller."
9. The deleted portions of Lines 205 through 212 shall be replaced with: "Seller acknowledges that Broker has inquired about the condition of the Property and that Seller has not provided Broker with either an oral or written disclosure report. The Property is being sold in "as is" condition (see Form WB-3, Lines 13 through 23 (as amended by this Addendum)) and Broker is hereby relieved of any duty to Seller to conduct an inspection of the Property pursuant to REEB 24.07.
10. The deleted portions of Lines 276 through 283 shall be replaced with the following sentence: "Broker shall not, and shall have no responsibility to, hold any earnest money or other trust funds in connection with this transaction."
11. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants. You wish the Property to be presented to such tenants, and you consent to CBRE providing brokerage services to both Owner and prospective tenants as a dual agent. In the event of dual agency, you acknowledge that neither CBRE nor any of CBRE's salespersons may assist you or such prospective tenant with information, opinions, and advice that may favor the interests of one client over the other. NOTE: YOU MAY WITHDRAW YOUR CONSENT TO CBRE'S DUAL AGENCY BY WRITTEN NOTICE TO US AT ANY TIME. Upon your and the prospective tenant's subsequent written consent, we may appoint the Listing Team as your designated agents to act exclusively for you and in your interest to the exclusion of all other CBRE-affiliated licensees of Broker ("Non-Listing Team Agents") and Non-Listing Team Agents as designated agents to act exclusively for and in the interest of the prospective tenants. In such event, the Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other except as expressly authorized by their respective principal. Non-Listing Team Agents shall be treated as Cooperating Brokers for purposes of this Agreement.
12. Seller and its counsel shall be solely responsible for determining the legal sufficiency of all offers, counteroffers, purchase and sale agreements, and any other documents relating to any transaction contemplated by this Agreement.
13. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

14. Seller represents that it is the seller of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign-person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
15. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments, or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Seller hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions.
16. While both parties are confident that this relationship will be mutually satisfactory, if there is a dispute between the parties, then both parties agree to resolve it subject to the following:
  - a. if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
  - b. **WHERE PERMITTED BY LAW, EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
17. Both parties agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, both parties acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
18. This Agreement is the entire agreement between the parties and supersedes all prior understandings between the parties regarding this engagement and is governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of each party's lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both parties. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that they have both participated in the negotiation and drafting of this Agreement. Owner acknowledges that the person signing this Agreement on their behalf has Owner's full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

19. **NOTICE:** A broker has the authority under Wisconsin Statute Section 779.32 to file a broker's lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, that is the subject of this agreement.

This Addendum was prepared by: Shannon Clark, Esquire  
CBRE, Inc.  
321 North Clark Street  
Suite 3400  
Chicago, IL 60654  
(312) 416-3052

**CBRE, Inc.**  
**Licensed Real Estate Broker**

**OWNER:**  
**City of Sheboygan**

By: \_\_\_\_\_  
Kevin J. Armstrong  
Managing Director

By: \_\_\_\_\_  
Chad Pelishek  
Director of Planning & Development

Date: January \_\_\_\_, 2019

Date: January \_\_\_\_, 2019

**CONSULT YOUR ADVISORS** -- This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

I

6.1

Gen. Ord. No. 35 - 18 - 19. By Alderperson Rindfleisch.  
January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.2. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
--------------------	--------------------	-------------------------

A. CITY HALL DEPARTMENTS

2. City Attorney's Department

**ADD:**

Part Time Assistant City Attorney	K	1
-----------------------------------	---	---

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 and attached revised job descriptions shall be in effect from and after its passage and publication.

*Finance + Personnel*

*Ronald Rindfleisch*  
\_\_\_\_\_

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



## Job Description

<b>Job Title:</b>	<b>Part-Time Assistant City Attorney</b>	<b>Department:</b>	<b>City Attorney</b>
<b>Date Issue:</b>	January 3, 2019	<b>Reports To:</b>	City Attorney
<b>Classification:</b>	Exempt, Part-Time (2 days per week)	<b>Wage:</b>	Salary Grade K

## Position Summary

Under the general direction of the City Attorney, performs professional legal work, represents the City in legal proceedings, and conducts the City's legal business and related work, as required.

## Essential Duties & Responsibilities

- 1.\* Prosecute all ordinance violation cases, including but not limited to: traffic, housing, building, and fire code violations.
- 2.\* Provide legal advice to Mayor, Aldermen, City officials, and Department Heads regarding issues related to prosecution.
- 3.\* Draft ordinances and other legal instruments as may be required by the City.
- 5.\* Represent the City at administrative hearings held by state agencies, including but not limited to: Department of Transportation; Department of Industry, Labor and Human Relations; and Department of Health and Social Services.
- 6.\* Prosecute and defend actions involving the City of Sheboygan, except cases where the claim is covered by liability insurance.
- 7.\* Write correspondence and perform general office work on matters pertaining to the City.
- 8.\* Perform related work as assigned.

### \*Essential Functions

## Qualification Requirements:

1. Knowledge of general legal principles and familiarity with municipal corporate law.
2. Knowledge of municipal, circuit, and appellate court procedures and rules of evidence.
3. Knowledge of administrative law, practice and procedure.
4. Ability to understand and interpret constitutional provisions, statutes, administrative regulations, and legal precedents.
5. Ability to analyze statutory and case law and provide legal advice based upon such analysis.

6. Ability to draft legal documents and records.
7. Ability to perform legal research and draft opinions, briefs and memoranda.
8. Possess a valid Wisconsin Motor Vehicle Operator's license.

#### **Education and/or Experience**

Admission to the bar in the State of Wisconsin or eligibility for admission

#### **Pre-employment Requirement**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Gen. Ord. 36-18-19 by Alderpersons Rindfleisch and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization.

---

**REPORT PREPARED BY:** Marty Halverson, Finance Director

---

**REPORT DATE:** January 9, 2019

**MEETING DATE:** January 14, 2019

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: Section 82-83

---

**BACKGROUND / ANALYSIS:**

On July 17, 2018 Marty Halverson was hired as successor Finance Director for retiring Nancy Buss. Nancy's last day was September 6, 2018. The transfer of knowledge and training during the overlap period was hindered by various aspects including but not limited to, too many day-to-day tasks performed by the Finance Director, minimal notes and process documentation, the time and attention necessary for the budget completion, as well as no formalized transition plan. The current staff in the Finance Department per my observations and discussions also had been underutilized for some time. These and other factors have resulted in a backlog of work and a day-to-day task focus and approach limiting the time focusing on the process improvement necessary to create a properly functioning department.

**STAFF COMMENTS:**

The Finance Department staff has taken on new duties during this transition, but with frequent questions and uncertainty of the exact method to complete each task. As a result the tasks are taking additional time to complete and creating a need to provide additional staff support, both in process improvement and in processing transactions. The goal of having additional limited term employee assistance is to enable process improvement and efficiency gains leading to a more effective department. Educational growth is another aspect that has been neglected and will be important in this transformation. The ability to incorporate training for the staff will be very dependent on having enough staff to maintain the workload using these current processes.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Gen. Ord. 32-18-19 by Alderpersons Rindfleisch and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization.

**ATTACHMENTS:**

- I. Gen. Ord. 32-18-19
- II. Account – Senior Level Job Description

~~II~~

6.2

Gen. Ord. No. 36 - 18 - 19. By Alderperson Rindfleisch. January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.5. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
--------------------	------------------------	-----------------------------

A. CITY HALL DEPARTMENTS

5. Department of Finance

a. Accounting Division

ADD:

Finance / Accounting Specialist (Temp/1 Year)	J	1
--	---	---

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 and attached revised job descriptions shall be in effect from and after its passage and publication.

*Finance  
Personnel*

*Ronald Rindfleisch*

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

CITY OF SHEBOYGAN

**Accountant (Senior-level, temporary for calendar year 2019)  
Salary Grade K**

---

Reports to: Finance Director/Treasurer	Department: Finance
Classification: Exempt	Division: Non-Represented
Date: January 9, 2019	Approved: Finance & Personnel Common Council

---

Under general direction of the Finance Director/Treasurer, this position will participate in the maintaining of an effective central accounting system for the city, including pre-audit and other financial controls. Functions include accounting related tasks such as journal entry, account reconciliation, tax roll, payrolls, accounts payables and receivables, as well as participates in the preparation of the city budget, and other work as assigned. Requires independent judgment, discretion and initiative. Commensurate with previous work experience.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1. Participates in maintaining the city's accounting and financial records, accounts payables and receivables, taxroll, payroll, fixed assets, etc.
2. May assist in developing new and revised office and accounting procedures to improve the efficiency and effectiveness of the department, subject to approval of the Finance Director/Treasurer.
3. Assist in preparation and review of departmental budgets.
4. Researches and implements changes as the result of State or Federal regulations pertaining to municipal finance, i.e., Federal Revenue Sharing, Levy Limits, Department of Revenue reports, indebtedness, taxation, etc.
5. Prepare financial and other reports for the City and outside agencies as assigned.
6. Prepare information requested by the Committee on Finance, Salaries and Grievances, and others as requested.
7. Assist in the opening and closing procedures of the financial system
8. Assist with for grant administration including file maintenance, pre-audit inspection and final audit.
9. Assists with the tax roll process including special assessments and settlement with the County.
10. Account reconciliation for purposes of the audit of the City's financial statements.
11. Assists with the annual audit of the City's financial statements.
12. Assists with the preparation of the City's annual budgets.

**Minimum Qualifications:**

1. Considerable knowledge of modern municipal accounting principles and practice and financial management.
2. Considerable knowledge of interdepartmental activities, ordinances, and Council proceedings.

3. **Considerable knowledge of budget preparation, control, and auditing.**
4. **Working knowledge of data processing systems.**
5. **Considerable ability to plan, organize, and supervise the work of staff employees in an efficient and economical manner.**
6. **Ability to establish and maintain effective working and public relationships.**
7. **Considerable ability to organize and conduct technical research work.**
8. **Graduation from an accredited college with a major in accounting.**
9. **Five years of progressively responsible experience in accounting.**

**II**

**DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

R. O. No. 205 - 18 - 19. By CITY ATTORNEY. January 14, 2019.

Reporting that the City Attorney's Office has settled the matter of U.S. Bank, National Association, et al. vs. Jennifer A. Scheele, et al., Sheboygan County Circuit Court Case No. 2017CV000325, with a payment by U.S. Bank to the City in the amount of \$4,271.41. Additionally, noting that the funds will go to reimburse the City's revolving loan fund.

---

City Attorney

Finance And Personnel