

*****ATTACHMENTS*****

4.2

R. O. No. 78 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a claim from Gordon Zastrow for alleged injuries from a trip on uneven pavement at 3622 S. 15th Street, Sheboygan.

FAP

CITY CLERK

DATE RECEIVED 9-21-20

RECEIVED BY MKC

CLAIM NO. 13-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 21 2020

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Gordon Zastrow
- 2. Home address of Claimant: 509 Wild Oak Dr. Manitowoc, WI 54220
- 3. Home phone number: 920-242-3254
- 4. Business address and phone number of Claimant: n/a

5. When did damage or injury occur? (date, time of day) 5/17/2020

6. Where did damage or injury occur? (give full description) 3622 S. 15th St
Sheboygan

7. How did damage or injury occur? (give full description) tripped over
uneven pavement on terrace section of
driveway between sidewalk + street

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: n/a

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: apron pavement between
sidewalk + street

(b) Claimant's statement of basis for such liability: home owner's

insurance states City of Sheboygan is responsible
for that portion of property. Home owner's insurance
did cover \$5000 of medical expenses, but not under personal liability.

2000
10-15-00

10-15-00

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20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES")..

injury occurred requiring ER visit including stitches
+ dental repair. This included replacement of a
shattered bridge of upper front teeth;

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 8672.35

Other: (Specify below) \$ -5000.00 payment from American Family

TOTAL \$ 3672.35

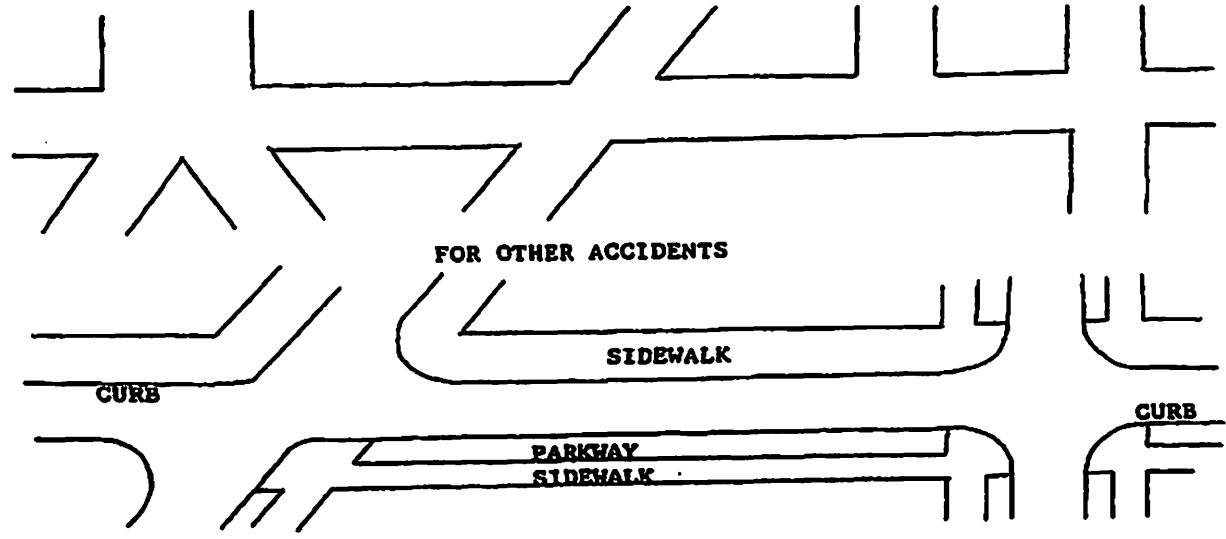
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED 9-21-20

RECEIVED BY MKC

CLAIM NO. 13-20

CLAIM

Claimant's Name: Gordon Zastrow III
Claimant's Address: 509 Wild Oak Dr
Manitowoc, WI 54220
Claimant's Phone No. 920-242-3254

Auto \$ _____
Property \$ _____
Personal Injury \$ 8672.35
Other (Specify below) \$ -5000.00
TOTAL \$ 3672.35

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3672.35.

SIGNED *Gordon Zastrow III* DATE: 8/24/20
ADDRESS: _____

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



American Family Insurance Company
6000 American Parkway
Madison WI 53783



000290MPCL0003L002410535 CLMSCN 001
GORDON ZASTROW
509 WILD OAK DR
MANITOWOC WI 54220-9047

AMERICAN FAMILY INSURANCE GROUP
EXPLANATION OF REMITTANCE

CLAIM 01-002-395990 **NUMBER** 0002978980
TYPE Loss Cost **INVOICE** **PRODUCER** Phillip Graebner
SERVICE DATES(S) **From:** 06/05/2019 **To:** 08/05/2019

IN PAYMENT OF PAYMENT OF THE FULL MEDICAL EXPENSE COVERAGE LIMITS

PAYMENT INFORMATION DETAIL

Gordon Zastrow
Coverage F - Medical Expense \$5,000.00

COMMENTS

C000 00010001 000290 0000



DETACH AND REFER TO THIS STUB IF CORRESPONDING ON THIS CLAIM
IF QUESTIONS CALL 1-800-MYAMFAM

SMILE CLINIC-MANITOWOC, LLC
 1602 NORTH 18TH STREET
 Manitowoc, WI 54220
 (920)682-9131

STATEMENT OF SERVICES RENDERED

Friday
 May 22, 2020

ACCOUNT NAME AND ADDRESS

Gordy Zastrow
 509 Wild Oak Dr
 Manitowoc, WI 54220

ACCOUNT NUMBER

663800

PATIENT	CODE	DESCRIPTION	TH.	SURF.	AMOUNT	EST. INS
Gordy	9230	Nitrous Oxide-Analgesia			70.00	
Gordy	9215	Local Anesthesia			54.00	
Gordy	9215	Local Anesthesia			54.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	06		1,245.00	585.00
Gordy	6752	retainer crown - porcelain fused to noble metal	07		1,245.00	622.50
Gordy	6242	Pontic - Porcelain/Noble Metal	08		1,245.00	424.50
Gordy	6242	Pontic - Porcelain/Noble Metal	09		1,245.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	10		1,245.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	11		1,245.00	
Gordy	12	Visa Card Payment			6,016.00 ^{CR}	

PREVIOUS ACCOUNT BALANCE	TODAY'S CHARGES	TODAY'S PAYMENTS	NEW ACCOUNT BALANCE	EXPECTED INSURANCE	PLEASE PAY THIS AMOUNT
153.00	7,648.00	6,016.00	1,785.00	1,785.00	0.00

Next Appt.	Day	Date	Time	Reason
Gordy	Tue	June 9, 2020	07:30a	Insert Bridge
Gordy	Mon	October 5, 2020	11:00a	Nitrous Oxide-Analgesia
Jamie	Mon	September 14, 2020	02:00p	Adult Ex, Pro

Additional Comments

Like us on FACEBOOK!

Detail of Previous Services

Thank you for choosing Aurora Health Care. Your balance is past due. Please pay the Amount Due at this time. Visit Myadvocateaurora.org to make an online payment or contact us at (800)326-2250.

Gracias por elegir Aurora Health Care. Su cuenta está vencida. Sírvase pagar el monto adeudado hasta este momento. Visite Myadvocateaurora.org para realizar un pago en línea o contáctenos al (800)326-2250.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: ZASTROW,GORDON J		Provider: BAHR, JEFFREY K		
04/30/20	187767071	Location: AURORA MEDICAL GROUP TWO RIVERS		
07/02/20	Balance Forward	458.00	-439.58	\$18.42
	PATIENT PAYMENT		-18.42	
	Your Responsibility			\$0.00
Patient Name: ZASTROW,GORDON J		Location: AMCMC Emergency Services		
05/17/20	188364814			
	PHARMACY - GENERAL CLASSIFICATION	45.22		
	EMERGENCY ROOM - GENERAL CLASSIFICATION	1,155.00		
06/02/20	Blue Cross Blue Shield or Anthem Payments		-285.24	
06/02/20	Blue Cross Blue Shield or Anthem Adjustments		-180.02	
	Your Responsibility			\$734.96
Patient Name: ZASTROW,GORDON J		Provider: BORNICK, GEMMA C		
05/17/20	188364815	Location: AURORA MEDICAL CENTER MANITOWOC COUNTY - ED		
05/17/20	REPR SUPERF WND FACE 2.5CM OR LESS	748.00		
05/17/20	EMERGENCY DEPT VISIT,LEVEL IV	640.00		
06/09/20	Blue Cross Blue Shield or Anthem Payments		-675.27	
06/09/20	Blue Cross Blue Shield or Anthem Adjustments		-423.34	
	Your Responsibility			\$289.39
	Previous Services Balance Due			\$1,024.35

Detail of New Activity

Thank you for choosing Aurora Health Care. We appreciate your prompt payment for full Amount Due on this statement.

Gracias por elegir Aurora Health Care. Agradecemos su pronto pago del monto total adeudado en este estado.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: ZASTROW,GORDON J		Provider: JOHNSON, REBECCA J		
06/10/20	188390620	Location: AURORA MEDICAL GROUP MANITOWOC COUNTY		
06/10/20	OFFICE/OUTPT VISIT	200.00		
06/30/20	Blue Cross Blue Shield or Anthem Payments		-97.30	
06/30/20	Blue Cross Blue Shield or Anthem Adjustments		-61.00	
	Your Responsibility			\$41.70
	New Activity Balance Due			\$41.70

Total Amount Owed to Aurora (As of this Statement)**\$1,066.05**

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 78-20-21 is a claim from Gordon Zastrow for alleged injuries.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: October 20, 2020

MEETING DATE: October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

R.O. No. 78-20-21 is a claim from Gordon Zastrow for alleged injuries when he tripped on an uneven section of a terrace section of the driveway between sidewalk and street.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 78-20-21.

ATTACHMENTS:

- I. R.O. No. 78-20-21

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 83-20-21 is a claim from Hart Powell, SC on behalf of Aja Buss.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: October 20, 2020

MEETING DATE: October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

R.O. No. 83-20-21 is a claim from Hart Powell, SC on behalf of Aja Buss for alleged injuries sustained as a result of an invasion of her privacy.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 83-20-21.

ATTACHMENTS:

- I. R.O. No. 83-20-21

II

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R. O. No. 83 - 20 - 21. By CITY CLERK. October 19, 2020.

Submitting a Notice of Circumstances and Claim for Damages for alleged injuries Aja Buss sustained as a result of an invasion of her privacy.

FP

CITY CLERK

DOY 14 10 14 20

NOTICE OF CIRCUMSTANCES AND CLAIM FOR DAMAGES
Pursuant to Wis. Stats. § 893.80

TO:

Meredith DeBruin
City of Sheboygan City Clerk
Sheboygan City Hall
828 Center Ave., Suite 103
Sheboygan, WI 53081

Police Chief Christopher Domalgaski
City of Sheboygan Police Department
1315 N. 23rd Street, #101
Sheboygan, WI 53081

Detective Paul Olsen
City of Sheboygan Police Department
1315 N. 23rd Street, #101
Sheboygan, WI 53081

Jon Dolson
Sheboygan County Clerk
508 New York Ave.
Sheboygan, WI 53081-4126

Claimant: Aja Buss
c/o Hart Powell, S.C.
735 N. Water St. Suite 1212
Milwaukee, WI 53202

This document serves as a combined Notice of Injury/Circumstances and Notice of Claim for Damages pursuant to Wis. Stats. §893.80(1d)(a)&(b). Generally speaking, Claimant is putting the City of Sheboygan on notice that she has been injured and sustained substantial damages as a result of an invasion of her privacy under Wisconsin law and the United States Constitution, and as a result of the deprivation of her constitutional rights to be free from unreasonable searches and seizures. City of Sheboygan Police Department employees, including Detective Paul Olsen and other as-of-yet unidentified employees, participated in illegally seizing and searching Ms. Buss's property, including her cell phone, and the unlawful dissemination of dozens of intimate, private representations of Ms. Buss to over two dozen people. On information and belief, members of the Sheboygan County District Attorney's office, including Assistant District Attorney Adam Stuart (State employee) and currently-unidentified support staff (County employees), participated in the unlawful dissemination of the private representations. More specifically, Ms. Buss provides the following:

HART POWELL, SC
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

CIRCUMSTANCES OF THE CLAIM

1. On September 3, 2019, City of Sheboygan Police officer Paul Olsen and Wisconsin DCI agent Dennis Carroll appeared at the home of Aja Buss's parents in Sheboygan County, asking to speak with Ms. Buss. They said that Ms. Buss was under federal investigation and wanted to give her an opportunity to cooperate and speak with them to avoid being arrested and prosecuted. Ms. Buss was not present at the time, but did speak with Carroll and Olsen by phone about meeting with them after they approached her parents. Ms. Buss asked Olson and Carroll if she could bring a lawyer. Agent Carroll did not directly answer Ms. Buss's question. Instead, Carroll implied she would be arrested and charged if she involved a lawyer, telling Buss something substantially similar to "if you want to get charged that is your choice."

2. Based on the "choice" presented to Buss by Agent Carroll, Ms. Buss went to the Sheboygan Police Department on September 3, 2019 without a lawyer to "cooperate" with the officers and answer their questions. Ms. Buss's father, who is not a lawyer, accompanied her to the department. Ms. Buss was taken to a small interview room. Her father was allowed to be present during the subsequent interview, which was recorded by audio and visual means.

3. Carroll and Olsen took turns leading the questioning of Ms. Buss. The focus of their questions was a former boyfriend of Ms. Buss, who law enforcement was investigating for a shooting in Sheboygan. Multiple times during the interview, when the officers believed that she was not being cooperative enough, Ms. Buss was told that the officers had sufficient basis to arrest her.

4. At one point during the interview, Agent Carroll left the interview room and came back carrying Ms. Buss's purse. Carroll had seized it from Ms. Buss's father's truck outside. Ms. Buss never consented to Agent Carroll entering the truck or seizing her purse.

5. Once back in the interview room, Agent Carroll unzipped and opened Ms. Buss's purse and rifled through its contents. He did not ask for consent to open or search Ms. Buss's purse, and she never gave him consent to do so.

6. Later, Agent Carroll left the room again and seized Ms. Buss's cellular phone from her father's truck. Ms. Buss did not give Agent Carroll consent to again enter the truck or to seize her cell phone.

7. Agent Carroll told Ms. Buss that he wanted to look at the phone "to see deleted numbers, pictures, text messages, things that are on the phone that I believe are evidence of aiding a felon and maybe drugs."

8. Agent Carroll asserted to Ms. Buss that he was going to search her phone either way, whether she consented or not. Agent Carroll told Ms. Buss that it would take at least a week if he had to apply for a search warrant, but that if she consented to the search she could have the phone back the following day.

9. Eventually, Agent Carroll presented a consent to search form for Ms. Buss to sign to give them consent to search her phone. Carroll read the form to Ms. Buss as she followed along. In his reading, Carroll conspicuously left out a single word from the form. Where the form said its signatory was consenting to a “complete search,” Carroll did not read the word “complete.”

10. Buss paused before signing the form and questioned her understanding that even if she refused to sign the consent form they were going to search the phone anyway. Agent Carroll confirmed that he would. Buss then signed the consent form. Agent Carroll did not have probable cause to search Ms. Buss’s phone when he asserted he would be getting a search warrant if she didn’t consent.

11. During the interview leading up to the request for consent to search the phone, Carroll and Olsen repeatedly communicated to Ms. Buss that she would not be charged if she cooperated with them. Nevertheless, having dissuaded Ms. Buss from bringing a lawyer to the interview and successfully eliciting her cooperation by threatening her imminent arrest if she did not cooperate, they referred Ms. Buss to the Sheboygan County District Attorney’s office for charges. The Sheboygan County District Attorney’s office, by Assistant District Attorney Adam Stuart, charged Ms. Buss in case 20-CF-41 with multiple felonies based on the statements she had made to Carroll and Olsen.

12. At the preliminary hearing in Ms. Buss’ criminal case on February 5, 2020, both Olsen and Carroll testified under oath. Olsen testified that Ms. Buss’ phone was forensically downloaded and that he had looked at “everything on that phone.” At the conclusion of the hearing, while still on the record, counsel for Ms. Buss revoked her consent to search the phone. The Court then stated: “there is no consent for any further searches of the phone at this stage.”

13. On May 1, 2020, counsel for Ms. Buss moved to dismiss the criminal case. On May 20, 2020, the case was ordered dismissed.

14. On June 5, 2020, after the case against Ms. Buss had been dismissed, counsel for Ms. Buss received an email from “SheboyganDA@da.wi.gov.” The email advised counsel that an external hard drive “containing additional paper and media discovery prepared for the case of State v. Aja Buss, Sheboygan County Case 20CF41, is now erady [sic].” The email did not specify what “media discovery” was contained on the drive. The email was signed “Sheboygan County District Attorney’s Office.”

15. After counsel did not respond, on June 10, 2020 a follow-up email was sent by the “Sheboygan County District Attorney’s Office” as a “friendly reminder” about the discovery and requesting information on how counsel would like to receive it. Counsel responded and asked that the discovery be mailed, and the same email account replied that the discovery would be sent via certified mail on June 17, 2020.

16. Counsel then received in the mail an external hard drive labeled "Sosa DTO 19" along with a cover letter dated June 17, 2020 and signed by "sah" for Assistant District Attorney Adam Stuart. At the bottom of the letter, below the signature block, the following text appeared in bold type: **"If reports indicate cell phone examination and you wish for the entire download, please contact Cassandra Wohlgenuth at (920) 451-2370 for Sheboygan Police Department Cases or Lt. Matthew Spence at (920) 459-3859 for all other Law Enforcement Agency cases."**

17. Counsel for Ms. Buss did not contact either Wohlgenuth or Spence. Nevertheless, upon reviewing the external hard drive, it became clear that the drive contained a copy of the entire download of Ms. Buss's cell phone, along with the entire downloads of cell phones belonging to other individuals.

18. A subsequent review of the provided download of Ms. Buss's phone revealed that the download included over 20,000 pictures and 500 videos. Dozens of these images and videos constituted "private representations" of Ms. Buss under Wis. Stats. §942.09(1)(bn)¹ that had no relevance to Ms. Buss's prosecution or to related prosecutions.

19. After discovering this grievous breach of Ms. Buss's privacy, on July 10, 2020 counsel for Ms. Buss telephoned ADA Stuart to determine how widely these private images had been disseminated. ADA Stuart advised counsel that the "co-defendants" in cases 20CF40, 20CF42, and 20CF43 had received the same hard drive, as had "about 23" other defendants in a methamphetamine conspiracy. Buss had no connection to any methamphetamine conspiracy.

20. Counsel advised Stuart that the drive contained private images of Ms. Buss, unrelated to any prosecution, and requested that Mr. Stuart seek a protective order from the Court and the return of the hard drives that had been disseminated so they could be redacted. Mr. Stuart advised that he thought he "could do that," and that he would talk to Sheboygan County District Attorney Joel Urmanski and call counsel back. Counsel summarized the conversation in an email to Stuart and Urmanski on July 13, 2020. Neither Stuart nor Urmanski ever responded, nor does it appear that either took any action to try and recover or redact the private images of Ms. Buss sent out to approximately 26 individuals and their lawyers.

21. Based on statements made during the officers' interview with Ms. Buss on September 3, 2020, it appears that someone within the Sheboygan Police Department, unknown to Ms. Buss at this time, conducted the complete forensic download of Buss's phone.

HART POWELL, SC
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

¹ 942.09(1)(bn) "Private representation" means a representation depicting a nude or partially nude person or depicting a person engaging in sexually explicit conduct that is intended by the person depicted in the representation to be captured, viewed, or possessed only by the person who, with the consent of the person depicted, captured the representation or to whom the person depicted directly and intentionally gave possession of the representation.

22. Based on Detective Olsen's sworn testimony in open court, he reviewed the entire contents of the download, which would include her private representations, prior to February 5, 2020. Nevertheless, the entire download of the phone, including the intimate, private representations therein, was distributed to the District Attorney's office.

23. Then, despite what appears to be a policy of not providing an entire download of a cell phone examination absent an express request for one, a member or members of the Sheboygan Police Department and the Sheboygan County District Attorney's office sent out an entire download of Ms. Buss's phone without such a request.

24. At the time of the dissemination of the entire download, Det. Olsen knew that the download contained intimate images and videos constituting private representations, that such images had no legal relevance to any case, and that there would be no legal obligation to provide such images as part of the discovery process.

25. On information and belief, members of the Sheboygan Police Department, Wisconsin DCI, and the Sheboygan County District Attorneys Office worked together to select materials to load onto the hard drive for distribution to over two-dozen individuals. The entire download of Ms. Buss's phone was included on the hard drive, even though law enforcement officials knew that it contained irrelevant, private representations of Ms. Buss.

26. Buss did not consent to the distribution or the viewing of her private images and representations by Det. Olsen, Agent Carroll, or anyone else. Buss did not consent to the distribution by law enforcement or the District Attorney's office of her intimate and private representations to anyone.

27. Detective Olsen and any other City of Sheboygan Police Department employee involved in the download, review, and dissemination of the contents of Ms. Buss's phone owed a duty to Ms. Buss to protect her intimate, private representations from publication or dissemination without her consent. Agent Carroll, Assistant District Attorney Adam Stuart, and any other State of Wisconsin employees involved in the download, review, and dissemination of the contents of Ms. Buss's phone owed her the same duty. There was and is no legal justification for the dissemination of Ms. Buss's intimate, private representations.

28. By disseminating dozens of extraordinarily intimate and private images of Ms. Buss without her consent or any other legal justification, Det. Olsen, Agent Carroll, ADA Stuart, and as-of-yet unidentified employees of the Sheboygan Police Department and Sheboygan County District Attorney's office invaded Buss's right to privacy as recognized by Wis. Stats. § 995.50. She is entitled to equitable relief to cure and restrain the invasion, compensatory damages, and attorney fees. See, Wis. Stats. §995.50(1).

29. Additionally, in seizing and searching Ms. Buss's purse and phone without probable cause and without valid consent, and searching the phone beyond the scope of any arguably valid consent, the employees and agents of the City of Sheboygan Police Department and State of Wisconsin, acting under color of law, violated Ms. Buss's rights against

unreasonable searches and seizures as guaranteed by the 4th and 14th Amendments to the United States Constitution.

30. Further, by disseminating Ms. Buss's intimate, private representations without her consent and under color of law, the employees and agents of the City of Sheboygan Police Department, the State of Wisconsin, and the Sheboygan County District Attorney's office violated her constitutional right to privacy guaranteed by the 14th Amendment to the United States Constitution.

ITEMIZATION OF DAMAGES/RELIEF SOUGHT

- Damages arising from violation of, invasion of privacy and Constitutional rights, including attorneys fees: \$1,000,000.00
- Identification of all individuals to whom Ms. Buss's phone download was provided
- Identification of all individuals who viewed Ms. Buss's phone download or any private representations contained therein
- Identification of all computers used in the process of downloading Ms. Buss's phone
- Identification of all individuals involved in the copying of the download for further dissemination
- Implementation of a policy to protect private information that has come within the custody and control of police and prosecutors from being disseminated to the public when there is no legal requirement that it be so publicized

Dated at Milwaukee, Wisconsin this ^{12th} day of October, 2020

HART POWELL, S.C.
Attorneys for Aja Buss



Craig S. Powell
State Bar No. 1046248
Hart Powell, S.C.
735 N. Water St., Suite 1212
Milwaukee, WI 53202

HART POWELL, S.C.
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 84-20-21 is a claim from Barbara Selke for alleged injuries.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: October 20, 2020

MEETING DATE: October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

R.O. No. 84-20-21 is a claim from Barbara Selke for alleged injuries from a trip and fall on sidewalk on N 10th Street.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 84-20-21.

ATTACHMENTS:

- I. R.O. No. 84-20-21

II

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R. O. No. 84 - 20 - 21. By CITY CLERK. October 19, 2020.

Submitting a claim from Barbara Selke for alleged injuries sustained when she tripped on the sidewalk.

FAP

CITY CLERK

DATE RECEIVED _____

RECEIVED BY JW

CLAIM NO. 15-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '20 PM 2:08

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Barbara J. Selke
2. Home address of Claimant: 3712 N. 12th Place
3. Home phone number: 920-452-1720
4. Business address and phone number of Claimant: Retired

5. When did damage or injury occur? (date, time of day) 9/25/20 9 A.M.

6. Where did damage or injury occur? (give full description) walking on the sidewalk in front of a duplex at 3213/3217 N. 10th St. Sheboygan

7. How did damage or injury occur? (give full description) I stumbled and lost my balance. I fell forward on my knees, chest and mouth.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

my front bridge broke and was pushed back. my ribs were cracked or bruised also both knees were bruised.

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 7,697.00

Other: (Specify below) \$ _____

TOTAL \$ 7,697.00

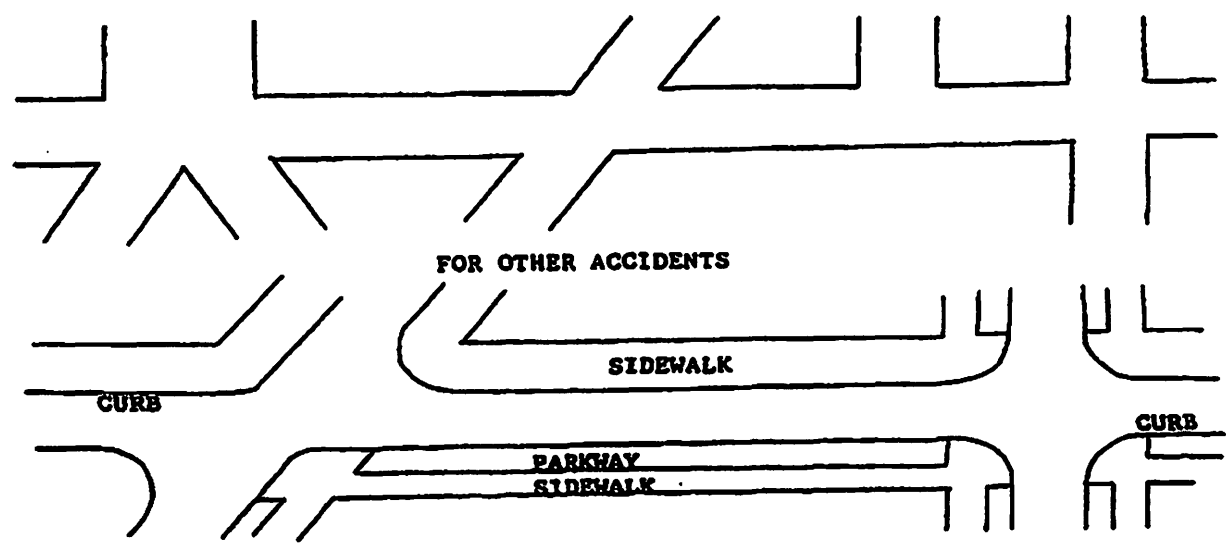
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Barbara J. Selke DATE 10/15/20

DATE RECEIVED _____

RECEIVED BY DN
CLAIM NO. 15-20

OCT 15 '20 PM 2:08

CLAIM

Claimant's Name:	<u>Barb Selke</u>	Auto	\$ _____
Claimant's Address:	<u>3712 N. 12th Place</u>	Property	\$ _____
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ <u>7,697.00</u>
Claimant's Phone No.	<u>920-452-1720</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>7,697.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 7,697.00.

SIGNED Barbara J. Selke DATE: 10/15/20

ADDRESS: 3712 N. 12th Place

Sheboygan, WI 53083

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

OCT 15 '20 PM 2:08

October 15, 2020

Dear City Clerk,

I would like to file an injury claim for myself (Barbara J. Selke). I fell during a walk on Friday 9/25/20 at 9:00 a.m. in front of a duplex at 3213/3217 N.10th St. Sheboygan, Wisconsin.

My husband Jim and I talked with the people at that duplex. I found my tooth that broke off on their sidewalk. We tried to exchange information with them. They were very rude to us, making fun of me for falling and would not give us their information, name of the owner of the duplex or what home owners insurance they have. They then threatened us to leave their property.

My injuries include the breaking of my bridge implants, possible cracked or bruised ribs, multiple skin adhesions on face, upper arm, knees and bruising on my breast.

I called my dentist (Dr. Robert Schoenenberger) on his emergency number since his office is closed on Fridays. Dr. Schoenenberger had to remove my bridge and luckily he still had my temporary bridge at his office. My bridge was not only broken but was pushed back in my mouth. The top and bottom teeth were so out of position that I would not have been able to chew food with my molars.

The following Monday 9/28/20 I saw my primary Dr. Reenaben Patel. She checked my bruises and pressed on my ribs. She told me that if my ribs were cracked or bruised there is nothing I can do except take ibuprofen and apply ice packs. She said to continue to take deep breaths so that my lungs won't collapse.

From Dr. Patel's office I went to see the Surgeon Dr. Michael Hoge who put in my implants. He took an x-ray of the implants and jaw. He told me to wait 2 to 3 months before having the permanent bridge put on in case the screws of the implant are loose in my jaw.

I have an appointment set up with my dentist, Dr. Robert Schoenenberg on 12/01/20 for an evaluation for the permanent bridge.

I am asking for the dental cost regarding my bridge implants to be paid for. My husband and I are retired and do not have dental insurance.

Your attention to this matter is greatly appreciated.

Please see attached: pictures of my broken bridge, bill for the emergency dental visit, estimate for replacement bridge and a copy of the owner of the duplex on 10th St.

Sincerely,

Barbara J. Selke



OCT 15 '20 PM 2:03

2202 Indiana Avenue
Sheboygan, WI 53081
920-452-8042

10-12-2020

Barb Selke
3712 North 12th Place
Sheboygan, WI 53083

Dear Barb,

Here is the estimate for replacement of the front Implant Bridge #8 - #10.

#8 – Custom Abutment – includes placement	\$ 865.00
#8 – Anterior Implant Crown Abutment Supported	\$2202.00
#9 – Pontic – porcelain fused to high noble metal	\$1329.00
#10 – Custom Abutment – includes placement	\$ 865.00
#10 – Intraoral – periapical first radiographic image	\$2202.00
#10 – Anterior Implant Crown Abutment Supported	<u>\$ 44.00</u>
	\$7507.00

I hope this helps this is to replace the broken teeth from your fall on September 25th.

Thank you,

Jerilynn Schroeder
Office Manager / OFC
Sheboygan Dental Care
920-452-8042

OCT 15 '20 PM 2:08

Sheboygan Dental, SC
 2202 Indiana Avenue
 Sheboygan, WI 53081
 (920)452-8042

STATEMENT

10/12/2020
 Account Number 2357

Amount Due	Date Due	Amount Enclosed
0.00	10/22/2020	

Jim Selke
 3712 North 12th Place
 Sheboygan, WI 53083

CREDIT CARD TYPE _____
 # _____
 3 DIGIT CSV _____
 EXPIRES _____
 AMOUNT APPROVED _____
 NAME _____
 SIGNATURE _____

Total: \$0.00
 -Ins Estimate: \$0.00
 =Balance: \$0.00

0-30	31-60	61-90	over 90
0.00	0.00	0.00	0.00

Date	Patient	Code	Tooth	Description	Charges	Credits	Balance
				Balance Forward			0.00
09/25/2020	Barb	D9110		palliative (emergency) treatment of dental pain - minor procedure	146.00		146.00
09/25/2020	Barb	D0220	9	intraoral - periapical first radiographic image	44.00		190.00

Scheduled Appointments:

Barb J Selke: Tuesday, 12/01/2020, 11:00 AM, #8-PA, #8-CUSTANTABUT, #8-AbPorAntCerCn, #9-PONTPOR, #10-CUSTANTABUT, #10-AbPorAntCerCn

Selke, Barb

Printed 2020/10/05 08:41AM

Printed from 'FRONTDESK1' by 'staff'

Patient Name Selke, Barb
Patient ID 2358
Patient SS ***-**-9169
Patient Gender F
Patient DOB/Age 1947/08/30 (73)

Acquisition Date 09/25/2020 10:59AM
Teeth <No Associations>



Image printed to fit

Selke, Barb

Printed 2020/10/05 08:41AM

Printed from 'FRONTDESK1' by 'staff'
OCT 15 '20 PM 2:04

Patient Name Selke, Barb
Patient ID 2358
Patient SS ***-**-9169
Patient Gender F
Patient DOB/Age 1947/08/30 (73)

Acquisition Date 09/25/2020 10:59AM
Teeth <No Associations>



Image printed to fit

III

Res. No. 105 - 20 - 21. By Alderpersons Donohue and Bohren.
October 19, 2020.

A RESOLUTION authorizing an application to the U.S. Department of Housing and Urban Development through Section 108 of the Housing and Community Development Act.

WHEREAS, the City of Sheboygan desires to develop the former Save A Lot building located at 1817 N. 8th Street into a community center to serve the seniors and other community groups; and

WHEREAS, the City has determined that an application to the Section 108 Loan Program will provide an effective financing tool to support this important project, and;

WHEREAS, the Common Council has reviewed and considered the proposed project.

NOW, THEREFORE, BE IT RESOLVED: That

1. The City of Sheboygan possesses the legal authority to submit an application through Section 108 of the Housing and Community Development Act of 1974 (42 U.S.C. 5308), as amended.
2. The City desires to borrow approximately \$3,200,000 for the community center construction at 1817 N. 8th Street.
3. The City certifies the use of the Section 108 proceeds in accordance with regulatory requirements and pledges future Community Development Block Grant entitlement funds and additional CDBG program income to service debt payments on the Section 108 loan.
4. The Mayor, on behalf of the City of Sheboygan, is authorized to sign the Section 108 application, any amendments thereto, and any understandings and assurances therein, for community center development. The Mayor is authorized to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto.

FAP

5. The Director of Planning and Development is authorized to act as the official representative of the City of Sheboygan in connection with the application and provide additional information as may be required.

Mylyne Nowak

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res. No. 105-20-21 by Alderpersons Donohue and Bohren, A Resolution authorizing an application to the U.S. Department of Housing and Urban Development through Section 108 of the Housing and Community Development Act.

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

REPORT DATE: October 21, 2020 **MEETING DATE:** October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan received an annual allocation of the Community Development Block Grants (CDBG) from the U.S. Department of Housing and Urban Development (HUD). One option that HUD provides entitlements to the Section 108 program. The Section 108 program provides CDBG recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects. HUD calculates on an annual basis the amount of the Section 108 loan capacity each recipient has. Sheboygan has \$4,200,000. The current interest rate of the loan is 0.63 percent for 20 years.

City staff plans to submit an application to HUD after the 30-day public comment period for \$3,200,000 in loan proceeds to be used towards the purchase of the former Save A Lot (\$700,000) and \$2,500,000 in renovation funds. The proceeds of this loan program do not go against the city's borrowing capacity. The city anticipates having to allocate approximately \$160,000 – 175,000 of the approximately \$917,000 allocation to make the principal and interest payment from the yearly allocation. The security on the loan would come from a HUD first position lien on the real estate.

STAFF COMMENTS:

Given the current COVID times, city staff feels this makes the most sense to borrow the funds necessary for the project given that the project serves the senior population that meets the low-to-moderate income threshold and should a tenant be in the building, the tenant would need to serve similar income households.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res. No. 105-20-21, a Resolution authorizing an application to the U.S. Department of Housing and Urban Development through Section 108 of the Housing and Community Development Act.

ATTACHMENTS:

- I. Res. No. 105-20-21

III

4.3

Res. No. 106 - 20 - 21. By Alderpersons Donohue and Bohren.
October 19, 2020.

A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2020 program year.

WHEREAS, the City has excessive funds in a federal line of credit revolving loan funds and HUD has advised the City to reprogram a portion of the funds; and

WHEREAS, the City intends to reprogram \$200,000 from the Housing Revolving Loan Fund (Fund 223) and \$300,000 from the Business Development Revolving Loan Fund (Fund 224) to 03A Senior Centers to be applied towards the purchase of the former Save A Lot to be converted into the City's new senior center; and

WHEREAS, the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process, however, prior to starting the 30-day public comment period, Common Council support is necessary.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2020 program year to include \$500,000 for funding 03A Senior Centers under the federal program activity eligibility, and authorizes the appropriate City officials to take such actions as necessary (including providing for a public comment period) to effectuate the Amendment.

FAP

By Lynne 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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res. No. 106-20-21 by Alderpersons Donohue and Bohren, A Resolution authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD Community Development Block Grant (CDBG) program for the 2020 program year. .

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

REPORT DATE: October 21, 2020 **MEETING DATE:** October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

The city operates revolving loan funds to provide funds to low to moderate income households for housing rehabilitation and for job creation for new or expanding businesses. The programs run under these funds include the Housing Rehabilitation Loan Program and the Economic Development Loan Program. Over the past three years, the city has made minimal loans out of these funds and has substantial repayment of loans each year. The fund balance is significant and HUD has recommending reprogramming these funds to spend down the funds versus them being in a savings account. City staff plans to reprogram \$300,000 from the Business Development Loan Program and \$200,000 from the Housing Rehabilitation Loan program to senior services. The \$300,000 will be used to reimburse/purchase the Save A Lot building and the \$200,000 would be used to potentially purchase the existing senior center building from the Federal Government should that be the option that is chosen.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res. No. 106-20-21 a Resolution authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2020 program year.

ATTACHMENTS:

- I. Res. No. 106-20-21

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Direct Referral: By Alderpersons Donohue and Bohren, a Resolution authorizing the sale of 1402 Union Avenue in the City of Sheboygan

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

REPORT DATE: October 21, 2020 **MEETING DATE:** October 26, 2020

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: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan obtained 1402 Union Avenue because of the outstanding building code violations. The Purchasing Agent published a sale advertisement in the Sheboygan Press and posted on sign on the property. Two offers were received. The highest offer received was from Jim Schultz Apartments to purchase the property for \$12,900 as a cash offer. City staff recommends selling the property to Jim Schultz Apartments.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res. No. 114-20-21 authorizing the sale of 1402 Union Avenue in the City of Sheboygan.

ATTACHMENTS:

- I. Res. No. 114-20-21

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 114 - 20 - 21. By Alderpersons Donohue and Bohren.
October 26, 2020.

A RESOLUTION authorizing the sale of 1402 Union Avenue in the City of Sheboygan.

RESOLVED: That the appropriate City officials are authorized to accept the Commercial Offer to Purchase of Jim Schultz Apartments, LLC, a copy of which is attached, for 1402 Union Avenue in the City of Sheboygan.

FHP

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

WB-15 COMMERCIAL OFFER TO PURCHASE

Buyer

1 ~~LICENSE~~ DRAFTING THIS OFFER ON OCT 2020 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, Jim Schultz Apartments, LLC

4 _____, offers to purchase the Property known as [Street Address] 1402 Union Ave

5 _____ in the City

6 of SHEB, County of SHEB, Wisconsin

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

8 **PURCHASE PRICE:** _____ Dollars (\$ 12,900.-).

9 **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ _____ will be
10 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
11 _____

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

13 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
14 not excluded at lines 20-22, and the following additional items: N/A

15 All personal property included in purchase price will be transferred by bill of sale or _____

16 **NOT INCLUDED IN PURCHASE PRICE:** N/A

17 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
18 by Seller or which are rented and will continue to be owned by the lessor.

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

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

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

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
24 Nov 30 2020. Seller may keep the Property on the market and accept

25 secondary offers after binding acceptance of this Offer.

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

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

29 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
30 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

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

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

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

35 Seller: (_____) Buyer: (_____)

36 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
37 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
38 line 47 or 48.

39 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
40 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

41 Delivery address for Seller: 828 Center Ave, Suite 208, Sheboygan, WI 53081

42 Delivery address for Buyer: 15327 XX Kiel WI 53042

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

47 E-Mail address for Seller (optional): _____

48 E-Mail address for Buyer (optional): _____

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

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated NOV, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61 _____

62 SOLD AS IS
INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

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

67 **CLOSING** This transaction is to be closed no later than NOV 6, 2020
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and N/A
71 _____

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

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

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

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

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

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
95 are N/A
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

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

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

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: N/A
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** N/A
110 _____

Sold "As IS"

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: NIA

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

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

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

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

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

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

164 Rent roll.

165 Other _____

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

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

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

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

178 **DEFINITIONS**

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

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

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

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

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

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

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

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

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

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES:** - CASH OFFER -

278 _____

279 _____

280 _____

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

DEFINITIONS CONTINUED FROM PAGE 4

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

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

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

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

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

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

EARNEST MONEY

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

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

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

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

340 **TITLE EVIDENCE**

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

N/A

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

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

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

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

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

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

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

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

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

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

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

390 **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

399 If **Buyer defaults**, Seller may:

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

402 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

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

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

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

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

479 **ADDENDA:** The attached N/A is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____
481 _____ on _____

482 Buyer Entity Name (if any): _____

483 (X) [Signature] X 10-16-2020
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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