

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer 153-16-17 by Board of Water Commissioners. In order to improve service to existing south side areas of the City of Sheboygan, and to allow for future water service to City lands not yet developed, the Board of Water Commissioners seeks a small parcel (2.5 acre) of vacant land in order to construct an elevated water storage tank in 2018.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: November 9, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The property is included in the area designated for future expansion of the Business Park. The Water Utility recently extended water service to the parcel and plans to build an elevated storage tank in 2018 to service the planned Business Park.

STAFF COMMENTS:

The offer-to-purchase vacant land of 2.5 acres for a total of \$60,000 or \$24,000 per acre is acceptable to the Department of Planning and Development.

ACTION REQUESTED:

Motion to recommend the Common Council accept the Report of Officer 153-16-17 by the Board of Water Commissioners and draft a Resolution authorizing the purchase of vacant land south of Weeden Creek Road and west of South Business Drive (the parcel formerly known as compost site) for \$60,000 as specified in the WB-13 Vacant Land Offer to Purchase to be used for construction of an elevated storage tank in 2018; with the Water Utility to be responsible for future right of way improvements.

ATTACHMENTS:

- I. Report of Officer 153-16-17

II

4.2

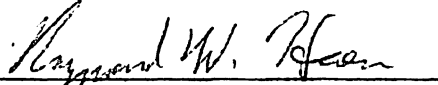
R. O. No. 153 - 16 - 17. By BOARD OF WATER COMMISSIONERS. November 7, 2016.

To the Honorable, the Mayor and Common Council:

In order to improve service to existing south side areas of the City of Sheboygan, and to allow for future water service to City lands not yet developed, the Board of Water Commissioners seeks a small parcel (2.5 acre) of vacant land in order to construct an elevated water storage tank in 2018. After evaluation of several sites, existing City-owned lands south of Weeden Creek Road and west of S. Business Drive emerged as the preferred location for several reasons, including land elevation, future development plans, and hydraulic compatibility with the existing elevated storage tank on Gateway Drive. As part of its payment-in-lieu-of-taxes (PILOT), the Utility would be paying additional PILOT to the City due to the valuation of the tank investment of approximately \$52,000 in 2019.

Finance


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

ACCESS EASEMENT

Document No.

Return to:
Daniel S. Welytok, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue
Milwaukee, WI 53202

59281470968

Parcel Number

THIS ACCESS EASEMENT (the "Easement") is granted as of _____, 2016, by CITY OF SHEBOYGAN (the "Grantor") to SHEBOYGAN WATER UTILITY (the "Grantee").

RECITALS

A. The Grantor is the owner of certain real property located in Sheboygan County, Wisconsin, as described in detail on Exhibit A attached hereto and incorporated herein by reference (the "City Property").

B. The Grantee is the fee holder of certain real property located in Sheboygan County, Wisconsin, as described on Exhibit B attached hereto and incorporated herein by reference (the "Water Utility Property").

C. The Grantor agrees to grant and convey to Grantee an easement for ingress and egress over, across, and through the City Parcel and that specific portion of the City Parcel that is identified in Exhibit C attached hereto and incorporated herein by reference (together, the "Easement Area") in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Easement.

2. Creation of Easement. Grantor hereby grants and conveys to Grantee and its licensees a perpetual, non-exclusive permanent easement and right-of-way for pedestrian and vehicular ingress and egress over, on, through and across the Easement Area (the "Easement"). The intent and purpose of the Easement is to afford Grantee and Grantee's agents,

representatives, employees, guests, licensees, contractors, suppliers and/or invitees access to and from Grantee's Property through the Easement Area to South Business Drive.

3. **No Obstruction.** Neither party shall install, construct or place barriers, fences or other obstructions in the Easement Area or otherwise take any action that would interfere with or prohibit the free, full and uninterrupted ingress and egress of vehicular and pedestrian traffic in the Easement Area.

4. **Parking.** Parking shall not be allowed in the Easement Area. Grantor hereby grants to Grantee and to Grantee's agents, representatives, employees, guests, licensees, contractors, suppliers and/or invitees, at no cost, a license to park (the "Parking License") in the areas located off of and adjacent to the driveways and paths that make up the Easement Area (the "Parking Areas"). The Parking License shall be granted for as long as this Easement is in place. The Grantee shall have no responsibility whatsoever with respect to the maintenance of the Parking Areas. If any of the Parking Areas are relocated, the Parking License shall include the relocated parking areas. The Grantee shall have no right to improve the Parking Area with gravel, stone or pavement without the prior written consent of the Grantor. Neither party shall install, construct or place barriers, fences or other obstructions in the Parking Areas or otherwise take any action that would interfere with or prohibit parking in the Parking Areas.

5. **Maintenance of Easement Area.** Grantor agrees to continue, at its sole expense, to repair, replace or maintain the Easement Area and other access driveways and paths in the Easement Area as it deems necessary, in its sole discretion, so long as the Grantee has unrestricted vehicular and pedestrian access from South Business Drive, through and to the City Property.

6. **Non-Exclusivity.** This Easement is non-exclusive and Grantor and Grantor's agents, representatives, employees, contractors, suppliers and/or invitees shall have the right of ingress and egress over, on, through and across the Easement Area. Grantee shall take no action that would interfere with, prohibit or discourage the free, full and uninterrupted use of the Easement Area by Grantor, and Grantor shall continue to have the full use and enjoyment of the Easement Area.

7. **Relocation of Easement.** The Easement may be relocated by mutual agreement of Grantor and Grantee. Approval of the relocation site of the Easement shall not be unreasonably withheld by either party.

8. **Binding Effect; Covenant Runs With Land.** This Agreement shall be binding upon the Grantor and the City Property and shall inure to the benefit of the Grantee and Grantee's representatives, successors and assigns. This Agreement shall run with the land. Nothing contained herein shall be construed as a dedication or other commitment of the Easement Area for public purposes.

9. **Non-Use.** Non-use or limited use of the Easement shall not prevent the Grantee from later use of the Easement to the fullest extent authorized in this Agreement.

10. **Miscellaneous.**

a. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

b. If any term or condition of this Agreement and/or the application of this Agreement to any person or circumstance shall be deemed to be invalid or

unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and each remaining term and condition shall be valid and enforceable to the fullest extent permitted by law.

c. If the description of the Easement Area does not correctly or accurately describe the roadway and pathways as depicted on Exhibit C, then (i) Grantor agrees that Grantee shall continue to have access to the City Property by way of the Easement Area (even if the Easement Area is not correctly described in Exhibit C), (ii) the Grantor agrees, at its sole cost, to take such steps as are necessary to correct the description of the Easement Area so that it conforms with the depiction on Exhibit C, including, but not limited to, obtaining a new legal description of the Easement Area and recording an amendment to this Agreement that includes such new legal description, and (iii) the Grantor and Grantee agree to execute documents reasonably necessary to effectuate such correction.

11. Attorney Fees. If any action or suit is brought to enforce the provisions of this Agreement, the party who prevails in the action or suit shall be entitled to recover court costs and reasonable attorneys' fees and costs from the other party.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Easement is executed as of the date set forth above.

GRANTOR:

CITY OF SHEBOYGAN

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on _____, 2016, by
_____, to me known to be the _____ of City of
Sheboygan.

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

GRANTEE:

SHEBOYGAN WATER UTILITY

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on _____, 2016, by
_____, to me known to be the _____ of Sheboygan Water
Utility.

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Daniel S. Welytok, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

27317738_1.DOC

EXHIBIT A

Legal Description of City Property

PART OF THE SOUTH 1/2 (NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4) OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST; THENCE NORTH 88°29'52" WEST, 254.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF COUNTY TRUNK HIGHWAY "OK" (A/K/A SOUTH BUSINESS DRIVE); THENCE NORTH 17°51'59" EAST, 1720.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°51'59" EAST, 726.20 FEET; THENCE NORTH 88°07'39" WEST, 1,626.75 FEET; THENCE SOUTH 1°01'42" EAST, 719.18 FEET; THENCE SOUTH 88°57'29" EAST, 1,390.40 FEET TO THE POINT OF BEGINNING. EXCEPTING ANY PART TAKEN, DEDICATED, OR USED FOR ROAD PURPOSES.

TAX KEY NO.: 59281470968

ADDRESS: S. BUSINESS DRIVE, SHEBOYGAN, WI

EXHIBIT B

Legal Description of Water Utility Property

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SW CORNER OF SECTION 9; THENCE N-0 DEGREES 31 MINUTES 53 SECONDS E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9, 1695.03 FEET; THENCE N- 89 DEGREES 8 MINUTES 36 SECONDS E, 1538.40 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING N-89 DEGREES 8 MINUTES 36 SECONDS E, 330.00 FEET; THENCE S- 0 DEGREES 51 MINUTES 24 SECONDS E, 330.00 FEET; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 330.00 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 330.00 FEET, BACK TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 108,900 SQUARE FEET OR 2.5 ACRES

TAX KEY NO.: PART OF 59281470968

ADDRESS: BUSINESS DRIVE, SHEBOYGAN, WI

EXHIBIT C

SOUTHSIDE RESEVOIR PARCEL ACCESS EASEMENT LEGAL DESCRIPTION

A PROPOSED INGRESS-EGRESS AND 25-FOOT-WIDE UTILITY EASEMENT LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

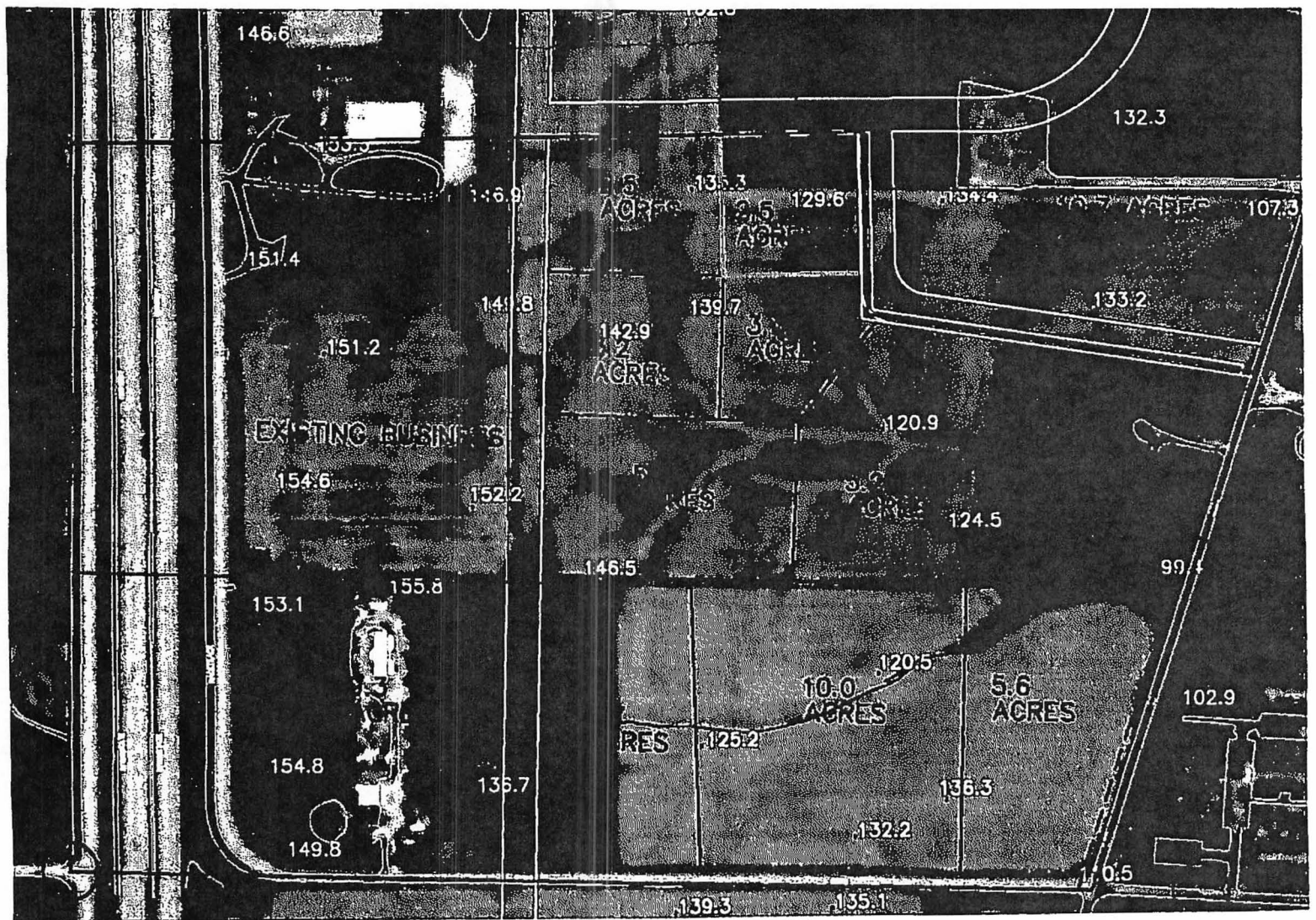
COMMENCING AT THE SW CORNER OF SECTION 9; THENCE S-88 DEGREES 29 MINUTES 52 SECONDS E ALONG THE SOUTH LINE OF SAID SECTION 9, 2418.77 FEET TO THE APPROXIMATE CENTERLINE OF COUNTY HIGHWAY OK; THENCE N- 17 DEGREES 57 MINUTE 52 SECONDS E, 1280.05 FEET; THENCE N-81 DEGREES 11 MINUTES 57 SECONDS W, 33.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY HIGHWAY AND THE POINT-OF-BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE UTILITY EASEMENT; THENCE ALONG CENTERLINE OF SAID UTILITY EASEMENT AND PARALLEL WITH THE NORTH BOUNDARY LINE OF THE PARCEL IN VOLUME 887 PAGES 207-208 AT THE SHEBOYGAN COUNTY REGISTER OF DEEDS N- 81 DEGREES 11 MINUTES 57 SECONDS W, 888.62 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 428.22 FEET TO THE TERMINATION POINT OF 25 FOOT WIDE UTILITY EASEMENT; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 1880.91 FEET, TO THE WEST LINE OF THE SW ¼ OF SAID SECTION; THENCE S- 0 DEGREES 31 MINUTES 53 SECONDS W ALONG SAID WEST LINE, 1695.03 FEET, BACK TO THE SW CORNER OF SAID SECTION; TOTAL LENGTH OF EASEMENT BEING 1316.84 FEET AND COVERING 32,931 SQ. FT.

**TAX KEY NO.: PART OF 59281470968
ADDRESS: BUSINESS DRIVE, SHEBOYGAN, WI**

SOUTHSIDE TANK PARCEL ACCESS EASEMENT LEGAL DESCRIPTION

A PROPOSED INGRESS-EGRESS AND 25-FOOT-WIDE UTILITY EASEMENT LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 9 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SW CORNER OF SECTION 9; THENCE S-88 DEGREES 29 MINUTES 52 SECONDS E ALONG THE SOUTH LINE OF SAID SECTION 9, 2418.77 FEET TO THE APPROXIMATE CENTERLINE OF COUNTY HIGHWAY OK; THENCE N- 17 DEGREES 57 MINUTE 52 SECONDS E, 1280.05 FEET; THENCE N-81 DEGREES 11 MINUTES 57 SECONDS W, 33.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY HIGHWAY AND THE POINT-OF-BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE UTILITY EASEMENT; THENCE ALONG CENTERLINE OF SAID UTILITY EASEMENT AND PARALLEL WITH THE NORTH BOUNDARY LINE OF THE PARCEL IN VOLUME 887 PAGES 207-208 AT THE SHEBOYGAN COUNTY REGISTER OF DEEDS N- 81 DEGREES 11 MINUTES 57 SECONDS W, 888.62 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 428.22 FEET TO THE TERMINATION POINT OF 25 FOOT WIDE UTILITY EASEMENT; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 1880.91 FEET, TO THE WEST LINE OF THE SW ¼ OF SAID SECTION; THENCE S- 0 DEGREES 31 MINUTES 53 SECONDS W ALONG SAID WEST LINE, 1695.03 FEET, BACK TO THE SW CORNER OF SAID SECTION; TOTAL LENGTH OF EASEMENT BEING 1316.84 FEET AND COVERING 32,931 SQ. FT.



DOCUMENT NO.

1415076

WHZ ATTACHED
WARRANTY DEED
STATE OF WISCONSIN-FORM 4

VOL 1367 PAGE 611

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 31st day of October, A. D. 1994, between Margaret M. Rammer, a single person, Earl R. Rammer, a single person, and Jerome J. Rammer and Betty J. Rammer, husband and wife.

the City of Sheboygan, a Municipal Corporation, part 185 of the first part, and

Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan Wisconsin, party of the second part.

Witnesseth, That the said part 185 of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Sheboygan and State of Wisconsin, to-wit:

(SEE ATTACHED EXHIBIT "A")

TRANSFER
\$720.00
FEE

RECORDED
SHEBOYGAN COUNTY, WI

Deputy of Record Registrar
Vol 1367 of
Records on page 611/13

RETURN TO
Attorney John M. Hayes
607 North Eighth St.
Sheboygan, WI 53081

001EN9986 0004 JFR \$8.00
001EN9986 0004 LRTB \$2.00
001EN9986 0004 CPLRM \$5.00
001EN9986 0004 TF \$720.00

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 185 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Margaret M. Rammer, a single person, Earl R. Rammer, a single person, and Jerome J. Rammer and Betty J. Rammer, husband and wife,

for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the encasement and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions.

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part 185 of the first part have hereunto set their hand and seal this 31st day of October, A. D. 1994.

SIGNED AND SEALED IN PRESENCE OF

Margaret M. Rammer (SEAL)
Margaret M. Rammer
Earl R. Rammer (SEAL)
Earl R. Rammer
Jerome J. Rammer (SEAL)
Jerome J. Rammer
Betty J. Rammer (SEAL)
Betty J. Rammer

State of Wisconsin,
County of Sheboygan ss.

Personally came before me, this 31st day of October, A. D. 1994, the above named Margaret M. Rammer, Earl R. Rammer and Jerome J. Rammer and Betty J. Rammer,

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY

Stephen G. McLean
WI State Bar No. 01011662



Stanley G. Schreiber
Notary Public, Sheboygan County, Wis.
My commission (expires) (is) 12/24/95

(Section 39.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantor, grantee, witness and notary. Section 39.315 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be plainly, typewritten, stamped or written thereon in a legible manner.)

94 NOV-2 P3 J9

EXHIBIT "A"

Parcel 1: Part of the North One-Half (1/2) of the Southeast one-quarter (SE 1/4), commencing in the East Section Line of Section 9, three thousand one hundred forty and nine tenths (3,140.9') feet South of Center of Town Road on North Section Line, thence South seven hundred seventy-nine (779') feet, thence North eighty-nine degrees (89°) West to Center of USH "141", thence Northeast along said highway seven hundred fourteen and eight tenths (714.8') feet, thence North 88 degrees, thirty minutes East (N88°-30'E) to the point of beginning, Section Nine (9), Township 14 North, Range 23E, County of Sheboygan, State of Wisconsin.

Tax Key Number: 454560

Parcel 2: Part of the South Half of Section Nine (9), T14N, R23E; commencing at the south quarter corner of Section Nine (9), T14N, R23E; thence North eighty-eight degrees, twenty-nine minutes, fifty-two seconds West (N88°-29'-52"W), two hundred fifty-four and eight hundredths (254.08') feet along the South line of said SW 1/4 to the centerline of County Trunk Highway "OK"; thence North seventeen degrees, fifty-one minutes, fifty-nine seconds East (N17°-51'-59"E) one thousand seven hundred twenty and no hundredths (1,720.00') feet to the point of beginning; thence North seventeen degrees, fifty-one minutes, fifty-nine seconds East (N17°-51'-59"E), seven hundred twenty-six and twenty hundredths (726.20') feet; thence North eighty-eight degrees, seven minutes, thirty-nine seconds West (N88°-07'-39"W) one thousand six hundred twenty-six and seventy-five hundredths (1,626.75') feet; thence South one degree, one minute, forty-two seconds East (S1°-01'-42"E) seven hundred nineteen and eighteen hundredths (719.18') feet; thence South eighty-eight degrees, fifty-seven minutes, twenty-nine seconds East (S88°-57'-29"E) one thousand three hundred ninety and forty hundredths (1,390.40') feet to the point of beginning, Sheboygan County, Wisconsin.

Tax Key Number: 454470

This Instrument Was Drafted By:
 Wisconsin Department of Industry,
 Labor & Human Relations
 Safety & Buildings Division
 Rental Weatherization Program
 P.O. Box 7889, Madison, WI 53707
 (608) 268-0871

Rental Unit Energy Efficiency Standards

Waiver

Doc. No. _____

DILHR USE

TYPE OR PRINT USING BLACK INK

Beller's Name(s): Margaret Rammer Earl Rammer Jerome Rammer		Rental Building Location - Street Address: 5423 County Trunk OK		Recording Information (Leave Blank)	
Street Address: 5423 County Trunk OK City: Sheboygan State & Zip Code: WI 53081		City: Sheboygan	County: Sheboygan	Number of Rental Buildings on Property: 1	Number of Rental Units on Property: 1
Seller's Telephone Number (include area code): 452-6421 (414)		Legal Description of Rental Unit Property (may attach a separate sheet): Pt. of N 1/2 SE 1/4, Com. in E. Sec. L. 3140.9' S. of Cen. of Tn. Rd. on N. Sec. L, Th. S. 779', Th. N. 89 deg. W. to Cen. of USH "141", Th. NE along Hwy. 714.8', Th. N. 88 deg. 30' E. to beginning. Section Nine (9), Township 14 North, Range 23E, County of Sheboygan, State of Wisconsin.			
				Return To: City Attorney 807 Center Ave., Sheboygan, WI	

Purpose: Section 101.122, (4) and (6) Wis. Stats., requires that a properly authorized Certificate of Compliance, Stipulation or Waiver accompany the transfer documents at the time of recordation. This process is defined in Chapter ILHR 67, Wisconsin Adm. Code. Receipt of a Certificate indicates conformance with ILHR 67.05. In lieu of the Certificate, the purchaser may accept responsibility for program compliance with either a Stipulation under ILHR 67.08(3), or a Waiver under ILHR 67.08(2).

Waiver: The seller of the residential rental building may present to the Register of Deeds this Waiver signed by the purchaser and validated (See Instructions below), stating that the new residential rental building owner will demolish the building no later than two years after the date of transfer. The date of transfer is the date this Waiver is validated below by an agency official, unless documentation of another date is provided to DILHR.

Instructions: To receive a Waiver, the seller of the residential rental building must provide the seller and purchaser information requested above, as well as have the purchaser sign the applicable signature/address block below. The Waiver must then be submitted to DILHR, or a DILHR Agent for validation (Contact DILHR for a list of Agents). If there is not an authorized DILHR Agent in your area, the Waiver and \$50.00 nonrefundable filing fee (do not send cash) should be sent to DILHR, Rental Weatherization Program, P.O. Box 7889, Madison, WI 53707. Make sure the check is made payable to DILHR, and that it accompanies this Waiver application. The DILHR validated Waiver Agreement will be returned to the purchaser unless another party is designated in writing.

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.

WAIVER AGREEMENT

(WWW)

In lieu of meeting the Rental Unit Energy Efficiency Certificate requirements, I (we) agree to notify the Department of Industry, Labor and Human Relations (DILHR) of the above described rental unit's demolition. Demolition shall occur within two years of the effective date of transfer. Upon demolition I (we) shall notify DILHR, at the above address, of the date the building was demolished. This action is required in specific accordance with ILHR 67.08(2), ILHR 67.13(3) and Wisconsin Statutes 101.122

Print Purchaser's Name(s): City of Sheboygan		Purchaser's Signature: <i>[Signature]</i>		Date Signed: 11/1/94	
Purchaser's Street Address: 828 Center Avenue		Purchaser's City, State & Zip Code: Sheboygan, WI 53081		Purchaser's Telephone Number (include area code): 414-459-3317	
Validated By: <input checked="" type="checkbox"/> DILHR Agent <input type="checkbox"/> Authorized Municipality		Date Validated: 11/1/94		Expiration Date (add two (2) years to Date Validated): 11/1/96	
Print Official's Name: Sue VanGass-Behr		Official's Signature: <i>[Signature]</i>		Enter DILHR Transfer Authorization: W-001961	
Municipality/County Name: Sheboygan		Office of: Register of Deeds			

TRANSFER OF WAIVER

If the above described residential rental building(s) is transferred within two years of the validation date of this Waiver and before the residential rental has been demolished in compliance with ILHR 67, the new purchaser must sign below and forward a copy of this document to DILHR. By signing below, the new purchaser accepts the compliance responsibility to this Waiver, thus requiring the above described rental building's demolition before the expiration date given above.

Print New Purchaser's Name(s):		New Purchaser's Signature(s):		Date Signed:	
New Purchaser's Street Address:		City, State & Zip Code:		Telephone Number (include area code):	

STATE OF WISCONSIN }
COUNTY OF SHEBOYGAN } SS.

Personally appeared before me this 10th day of February, A. D. 1928, James Garbo and Emma Garbo, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal)

Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.

James Garbo Register.

#####

251047a

GRANT.

Name, Carl P. Rammer and Alma Rammer P. O. Sheboygan, Wis.
Line title----- Land located between poles---and---

In Consideration of One (\$1.00) Dollars, the undersigned grant to Wisconsin Power and Light Company, its successors and assigns, the following privileges: To erect and maintain poles, wires, anchors, and other appliances necessary in the conduct of its business over and across and above and being entirely on land owned by Carl P. Rammer and wife and described as follows: Part S² NW¹ part S² NE¹. Part NE SW¹ Part SW¹ SE¹, Sect. 8, Town 14 Range 23 as described in deed Vol. 187, page 448 in the Township of Wilson, County of Sheboygan, Wisconsin; To trim any present or future trees or portions of trees located beneath and which may in the judgment of the above named Company interfere with wires or other equipment placed as above mentioned.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed at Town Wilson, this 18th day of February, 1928.

Witness: Ira Bainbridge Carl Rammer Seal.
Address: Sheboygan, Wis. Land Owner.
Witness: Arthur D. Kaems and Alma Rammer Seal.
Address: Sheboygan, Wis. His Wife.

STATE OF WISCONSIN }
COUNTY OF SHEBOYGAN } SS.

Personally appeared before me this 18th day of February, A. D. 1928, Carl P. Rammer and Alma Rammer, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal)

Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.

Carl P. Rammer Register.

#####

251048a

GRANT.

Name, Jake Rammer and Alma Rammer, P. O. Sheboygan, Wis.
Line title----- Land located between poles---and---

In Consideration of One (\$1.00) Dollars, the undersigned grant to Wisconsin Power and Light Company, its successors and assigns, the following privileges: To erect and maintain poles, wires, anchors, and other appliances necessary in the conduct of its business over and across and above and being entirely upon the land owned by Jake Rammer and wife and described as follows: Part NE of SW¹ and part SE SE¹ as described in deed Vol. 156, page 535, Sec. 9, in the township of Wilson, County of Sheboygan, Wisconsin; to trim any present or future trees or portions of trees located beneath and which may in the judgment of the above named Company interfere with wires or other equipment placed as above mentioned.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed at Town Wilson, this 18th day of February, 1928.

Witness: Ira Bainbridge Jake Rammer Seal.
Address: Sheboygan, Wis. Land Owner.
Witness: Arthur D. Kaems and Alma Rammer Seal.
Address: Sheboygan, Wis. His Wife.

STATE OF WISCONSIN }
COUNTY OF SHEBOYGAN } SS.

Personally appeared before me this 18th day of February, A. D. 1928, Jake Rammer and Alma Rammer, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal)

Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.

Jake Rammer Register.

#####

(1) It shall fence or otherwise enclose such of its operations as may be harmful to livestock and (2) It will exercise due diligence in its operations so as to not cause any loss or diminution of the Lessor's present supply of domestic water.

341

4. COVENANTS OF LESSOR. The Lessor hereby covenants that: (a) The Lessor has good and merchantable title to said Premises, subject only to the following: None

and that, except as aforesaid, the Lessor will warrant and defend the same. (b) The Lessor will pay all mortgages made by him and all taxes and assessments levied and assessed against said Premises, and upon failure of the Lessor to do this, the Lessee may pay the same and stand subrogated to the rights of the holder of such mortgages or the taxing authority levying such tax or assessment as the case may be.

(c) Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any detriment for want of ability to Lessor by reason thereof.

(d) The Lessor will not, without the Lessor's express written consent (which shall not be unreasonably withheld), either personally or through agents, employees or independent contractors, either: (i) place, construct or erect any building upon or within 1/2 foot of any pipeline that may hereafter traverse the Premises; or (ii) conduct, permit or suffer any drilling or excavations (other than drilling for domestic water wells that do not penetrate the underlying Wisconsin Cyle and overlie the same) on the Premises or any other operations likely to interfere with the Lessor's storage operations or any other right granted to Lessee hereunder.

5. PROPRIETARY INTERESTS. Without impairment of Lessor's rights under the warranty in event of failure of title, it is agreed that if Lessee ever is interested in the property subject to this lease less than the entire fee simple estate, then the royalty payable and any other benefits herein provided shall be paid to Lessee only to the extent which his interest bears to such entire fee simple estate. In case of notice of any adverse claim to the Premises or to any part of the estate, royalties or any other payments, Lessee may withhold payment or delivery of the same until the ownership is determined by proceedings or by final decree of a court of competent jurisdiction.

6. ASSIGNMENT. The benefits of assignment or subletting in whole or in part is expressly allowed, and if the estate of either party hereto is conveyed or escheats, the covenants and benefits hereunder shall extend to the successors, assigns and assigns of the parties, and in the event of the death of either party, the covenants and benefits hereunder shall extend to the surviving spouse and assigns of the party, and in the event any third party is a tenant or subtenant of Lessee, Lessee shall be relieved and discharged as to the lessor's rights as stated or shall have any liability as lessor thereafter created under any of the provisions or conditions of this lease, either express or implied. As regards to the ownership of the land, royalty or payments, however assigned, shall operate to enlarge the obligations or discharge the rights of Lessee or require separate recording or recording of separate leases by Lessee. Beneficiaries may not be construed as knowledge of or notice to Lessee, or change in the ownership of said land or of the right to receive royalty or payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other means, shall be binding on Lessee (except as Lessee's liability in any particular shall appear 180 days after Lessee has been furnished written notice thereof) and no assignment, subletting, or otherwise hereunder shall be binding on Lessee as a matter of such change in ownership or interest. Such notice shall be supported by evidence as certified copies of all documents and other instruments or proceedings necessary in Lessor's opinion to establish the ownership of the claiming party.

7. APPLICABLE LAWS. All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations.

8. PARTIES BENEFITED AND BOUND. This lease and all provisions thereof shall inure to the benefit of, be applicable to and binding upon the parties and their respective successors and assigns hereinafter herein to Lessee and Lessee shall include references to their respective successors and assigns. Except any one or more of the parties named above as Lessee not executed this lease it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

WITNESSES: Willard M. Tinsley Jr. (Signature) Willard M. Tinsley Jr. (Printed Name) Gerald Sanders (Signature) Gerald Sanders (Printed Name) Alma M. Rammer (Signature) Alma M. Rammer (Printed Name) Jacob Rammer (Signature) Jacob Rammer (Printed Name)

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Wisconsin } ss. COUNTY OF Outagamie } On this 5 day of August 1962 before me personally appeared Alma M. Rammer and Jacob Rammer known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. My Commission expires: 6/21/64



ACKNOWLEDGMENT BY CORPORATION

756748 GAS STORAGE AND EXPLORATION LEASE FROM Jacob Rammer et al. TO Texas-Wisconsin Exploration Corp. 914 Center St. Oostburg, Wisconsin STATE OF WISCONSIN SHEBOYGAN COUNTY Filed for record this 21st day of October 1962 at 4:42 pm, check by me and recorded in Volume 11 of Contract 14507 Recorder: [Signature] Deputy: [Signature]

6/FMB
11/14/62

ASSIGNMENT AND CONVEYANCE

879899

R 4/4/66

KNOW ALL MEN BY THESE PRESENTS, that TEXAS-WISCONSIN EXPLORATION CORPORATION, a Wisconsin corporation, in consideration of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto MILWAUKEE GAS LIGHT COMPANY, a Wisconsin corporation, its successors and assigns, all of its right, title and interest in any and all property, real and personal, howsoever acquired, situated or located in the State of Wisconsin, specifically including, but not limited to, all of its right, title and interest in and to those certain Gas Storage Easement and Exploration Leases, Gas Storage and Exploration Leases, and Options to Acquire Gas Storage Easements which are identified in the schedule attached hereto marked Exhibit "A", and including in this conveyance all of its right, title and interest in and to all oil, gas and minerals in and under the instruments identified in Exhibit A.

In consideration of the above assignment and conveyance, Milwaukee Gas Light Company, by accepting and recording this instrument, hereby assumes and agrees to make all payments and perform all the covenants and conditions of the instruments identified in Exhibit A hereto attached by Texas-Wisconsin Exploration Corporation to be made and performed.

IN WITNESS WHEREOF, the said Texas-Wisconsin Exploration Corporation has caused these presents to be signed by Ralph E. Davis, its President, and Paul M. Barnes, its Assistant Secretary,

<u>Grantors of Lease</u>	<u>Date</u>	<u>Section</u>	<u>Township (N)</u>	<u>Range (E)</u>	<u>Recording Date</u>	<u>Volume (Contracts)</u>	<u>Pages</u>	<u>Do</u>
564. Jacob Rammer and Alma M., h.w.	8/ 5/60	9	14	23	10/ 3/60	11	340/1	7
565. Harold G. Gartmann and Jeanette, h.w.	8/ 1/60	9	14	23	10/ 3/60	11	342/3	7
566. Agnes Kuesmet (single woman)	8/ 9/60	9 5	14 14	23 23	10/ 3/60	11	344/5	7
567. Leland W. Beutel and Margaret D., h.w.	8/ 4/60	9	14	23	10/ 3/60	11	346/7	7
568. Carl P. Rammer and Alma, h.w.	8/ 2/60	9	14	23	10/ 3/60	11	348/9	7
569. Louis A. Albrecht and Anita, h.w.	8/11/60	9	14	23	10/ 3/60	11	350/2	7
570. Otto R. Bennig and Esther, h.w.	8/ 8/60	9	14	23	10/ 3/60	11	353/4	7
571. Marvin L. Rammer and Janet F., h.w.	8/ 3/60	10	14	23	10/ 3/60	11	334/5	7
572. Lillah Gartmann (widow)	8/22/60	10	14	23	10/ 3/60	11	355/6	7
572a Floyd Jensen and Johanna, h.w.	7/25/60	15	14	23	10/ 3/60	11	361/2	7
573. Peter Kaat and Delia, h.w.	7/30/60	15	14	23	10/ 3/60	11	359/60	7
574. Elmer H. Hilbelink and Pearl, h.w.	7/22/60	16 21	14 14	23 23	9/29/60	11	6/7	7
575. Lena Gartman (widow)	7/26/60	16	14	23	9/29/60	11	8/9	7
576. Malvin Herbst and Stella, h.w.	7/25/60	16	14	23	9/29/60	11	10/11	7
577. Vernon W. Cooper and Oleska, h.w.	7/25/60	16	14	23	9/29/60	11	12/13	7
578. Miles E. Van de Leo and Kathleen G., h.w.	8/20/60	16	14	23	9/29/60	11	14/15	7

**TRANSFER OF
EASEMENT RIGHTS**

Document Number

Document Title

THIS TRANSFER OF EASEMENT RIGHTS is made and effective as of the 28TH day of JULY, 2004, by and between **WISCONSIN GAS COMPANY**, a Wisconsin corporation ("Transferor"), and **WISCONSIN GAS LLC**, a Wisconsin limited liability company ("Transferee").

In accordance with the conversion of Transferor as a corporation into Transferee as a limited liability company pursuant to Wis. Stat. § 180.1161, Transferor hereby transfers and conveys to Transferee all of Transferor's right, title and interest in and to (i) the easements identified on Exhibit A attached hereto and incorporated herein by reference, and (ii) all other easement rights that have been granted to Transferor in Sheboygan County that are not identified on Exhibit A (collectively, the "Easements"). This instrument is provided pursuant to Wis. Stat. § 180.1161(4)(c).

The transfer and conveyance of all of the right, title and interest in and to the Easements hereunder shall be perpetual and shall run with the lands described within the Easements, and shall be binding upon and inure to the benefit of Transferor and Transferee and their respective successors and assigns.

This instrument may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

This instrument shall be construed in accordance with the laws of the State of Wisconsin.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

1740700

SHEBOYGAN COUNTY, WI
RECORDED ON

07/28/2004 11:20AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 239.00
TRANSFER FEE:

STAFF ID 6
TRANS # 47095

OF PAGES: 115

Recording Area

Name and Return Address

Wisconsin Gas LLC, d/b/a We Energies
Property Rights & Information Group
Room A252
231 West Michigan Street
Milwaukee, WI 53203

See Exhibit A

Parcel Identification Number (PIN)

Exhibit "A"
WISCONSIN GAS COMPANY ("WG")
TRANSFER TO WISCONSIN GAS LLC

SHEBOYGAN COUNTY									
EASEMENT TYPE	GRANTOR	RECORDED DOCUMENT NUMBER	1/4	SN	TN	RG	YEAR GRANTED	REFERENCE ATTACHED EXHIBIT "B"	
GAS EASEMENT	OTTO R & ESTHER BENNIG	756754	SW	09	14	23	1960		
GAS EASEMENT	LELAND W & MARGARET BEUTEL	756751	NE	09	14	23	1960		
"	"	"	SE	09	14	23	"		
GAS EASEMENT	HAROLD C & JEANETTE GARTMANN	756749	SW	09	14	23	1960		
"	"	"	SE	09	14	23	"		
GAS EASEMENT	AGNES KUEMMET	756750	NW	09	14	23	1960		
"	"	"	SE	05	14	23	"		
GAS EASEMENT	JOHN G & MARIE CLAIRE KUEMMET	756746	SW	09	14	23	1960		
"	"	"	SE	10	14	23	"		
"	"	"	NW	16	14	23	"		
GAS EASEMENT	AUGUST J & HELEN M RAMMER	756316	SW	09	14	23	1960		
"	"	"	SE	09	14	23	"		
"	"	"	SE	10	14	23	"		
GAS EASEMENT	CARL P & ALMA RAMMER	756752	SW	09	14	23	1960		
"	"	"	NW	09	14	23	"		
GAS EASEMENT	JACOB RAMMER & ALMA M RAMMER	756748	SW	09	14	23	1960		
"	"	"	SE	09	14	23	"		
GAS EASEMENT	ARWIN W & HILDEGARD SOMMER	756747	SW	09	14	23	1960		
GAS EASEMENT	MARVIN L & JANET F RAMMER	756745	SW	10	14	23	1960		
GAS EASEMENT	EW FRITSCH & GLORIA POTH		NW	15	14	23	1960	B30	
GAS EASEMENT	JW HYINK, EST, C/O MR MARTIN DE RUYTER		NE	27	13	22	1960	B31	
"	"		NW	27	13	22	"	B31	
GAS EASEMENT	JESSE & MARY LAMMERS		SE	30	14	22	1960	B32	
"	"		NE	31	14	22	"	B32	

1417136

VOL 1371 PAGE 988

RECORDED
SHEBOYGAN COUNTY, WI
Deane J. Davis Registrar
Vol. 1371 of
Recs. on page 988/9

CERTIFICATE OF ANNEXATION

I, Patricia Baldwin, City Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin, do hereby certify that the attached is a true and correct copy of Subs. of Gen. Ord. No. 69-94-95, which was adopted by the Common Council on November 21, 1994.

The annexed territory described therein contains a population of 0.

Dated: November 30, 1994

Patricia Baldwin

City Clerk



94 DE: -5 P1:23

001E#1713	0004	JR	\$10.00
001E#1713	0004	LRIB	\$2.00
001E#1713	0004	CO LRM	\$4.00

nesw
nwsc
9
14.23

OFFICE OF CITY CLERK
SHEBOYGAN, WISCONSIN
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

VOL 1371 PAGE 989

Patricia Baldwin
City Clerk

X

Other Matters

14-73

Gen. Ord. No. 69 - 94 - 95. By Alderpersons Schultz and Champion.
October 17, 1994.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated west of CTH "OK" between CTH "EE" and Stahl Rd.

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

Section 1. In accordance with §66.021 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 14th day of October, 1994, signed by the owners of all the real property in the area in which no electors reside, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

Part of the S. 1/2 of Sec. 9, T14N, R23E, commencing at the SE corner of the SW 1/4 of Sec. 9, T14N, R23E, thence N. 88°-29'-52" W., 254.08', along the S.L. of said SW 1/4 to the centerline of CTH "OK", thence N. 17°-51'-59" E., 1,720.00', thence N. 88°-57'-29" W., 34.14' to the point of beginning, thence, N. 88°-57'-29" W., 1,356.26', thence N. 01°-01'-42" W., 719.18', thence S. 88°-07'-39" E., 1,592.42', thence S. 17°-51'-59" W., 726.72', to the point of beginning, said tract containing 23.96 acres.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Ward, 5th Aldermanic District, of the City of Sheboygan.

*Please return to City Clerk's Office
828 Center Ave.*

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its enactment.

Plan Comm

V. Schultz

DCO

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of November, 1994.

Dated November 23 1994. Patricia Baldwin, City Clerk

Approved November 23 1994. [Signature], Mayor

Proceedings Published November 28 1994.

Ordinances Published November 26 1994.

Certified November 29 1994 to Margaret Pearce, Tn. of Wilson; Tn. San. Dist No. 1; Plumb. Insp.; Police Dept.; Supt. of Assess.; WP&L; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; WI Pub. Svc. Corp.; Water Ut.; Bldg. Insp.; Ameritech; Supt. of Sts.; Mun.

SCHEDULE A - COMMITMENT FOR TITLE INSURANCE

File #:855417

Knight | Barry
TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

Prepared for: Renee Jacque (rjacque@vonbriesen.com)
Von Briesen & Roper
411 E. Wisconsin Ave.
Milwaukee, WI 53202

Effective date: August 12, 2016 at 8:00 am

1. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6/17/2006) Proposed Insured: **Policy Amount:**
Sheboygan Water Utility **\$0.00**

(b) ALTA Loan Policy (6/17/2006) Proposed Insured: **Policy Amount not to exceed:**
NONE **\$0.00**

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:

City of Sheboygan, a municipal corporation

3. The land referred to in the Commitment is described as follows:

Part of the South ½ (Northeast ¼ of the Southwest ¼ and Northwest ¼ of the Southeast ¼) of Section 9, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, commencing at the South quarter corner of Section 9, Township 14 North, Range 23 East; thence North 88°29'52" West, 254.08 feet along the South line of said Southwest ¼ to the centerline of County Trunk Highway "OK" (a/k/a South Business Drive); thence North 17°51'59" East, 1,720.00 feet to the point of beginning; thence North 17°51'59" East, 726.20 feet; thence North 88°07'39" West, 1,626.75 feet; thence South 1°01'42" East, 719.18 feet; thence South 88°57'29" East, 1,390.40 feet to the point of beginning. Excepting any part taken, dedicated, or used for road purposes.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: Vacant land along S. Business Dr., City of Sheboygan, Sheboygan County, WI

Tax Key Number: 59281470968

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

SCHEDULE B – SECTION I REQUIREMENTS

File #:855417



Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

The following are the requirements to be complied with:

- a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- b. Payment to the Company of the premiums, fees and charges for the policy.
- c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 1. Deed from City of Sheboygan, a municipal corporation to Sheboygan Water Utility .

FURTHER the Company must be supplied with the Wisconsin Electronic Real Estate Transfer Return as required by Section 77.22, Wis. Stats.

2. The Company should be furnished with a certified copy of a resolution adopted by the Common Council of the City of Sheboygan authorizing the execution of the Deed to Sheboygan Water Utility.
3. The amount of insurance shown on Schedule A must be increased to an amount equivalent to the full value of the Land before the policy will be issued. At such time, an additional charge will be made in conformity with established rates. The Company has no liability under this Commitment until this Commitment is revised stating the amount of the proposed policy.

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

SCHEDULE B – SECTION II EXCEPTIONS

File #:855417

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
10. Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
11. Storm, sewer, drainage and sanitary district assessments, if any.
12. Grant to Wisconsin Power and Light Company and other matters contained in the instrument recorded February 27, 1928 in Volume O of Contracts, at Page 71, as Document No. 251048a .
13. Gas Storage and Exploration Lease to Texas-Wisconsin Exploration Corporation and other matters contained in the instrument recorded October 3, 1960 in Volume 11 of Contracts, at Page 340/1, as Document No. 756748 .
Assignment and Conveyance to Milwaukee Gas Light Company and other matters contained in the instrument recorded April 4, 1966 in Volume 477 of Records, at Pages 369/411, as Document No. 879899 .
Transfer of Easement Rights by and between Wisconsin Gas Company, a Wisconsin corporation and Wisconsin Gas LLC, a limited liability company and other matters contained in the instrument recorded July 28, 2004 as Document No. 1740700 .
14. Annexation Ordinance and other matters contained in the instrument recorded December 5, 1994 in Volume 1371 of Records, at Pages 988/91, as Document No. 1417136 .

Footnotes to Schedule B

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

SCHEDULE B – SECTION II EXCEPTIONS

File #:855417



Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

- a. Taxes for the year 2015 are exempt.

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [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, Sheboygan Water Utility
4 _____, offers to purchase the Property
5 known as [Street Address] lands in the NE1/4 of the SW 1/4, Sec 9, T14N R23E further described in Attachment A
6 in the City Sheboygan of Sheboygan County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: Sixty Thousand and no/100ths
9 _____ Dollars (\$ 60,000.00).
10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none.
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____
20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.
22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24 ■ ZONING: Seller represents that the Property is zoned: agricultural
25 ~~ACCEPTANCE~~ Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.
29 ~~BINDING ACCEPTANCE~~ This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before December 15, 2016. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 ~~OPTIONAL PROVISIONS~~ TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 ~~DELIVERY OF DOCUMENTS AND WRITTEN NOTICES~~ Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-58.
38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Attorney Charles Adams
41 Buyer's recipient for delivery (optional): Joe R. Trueblood and Daniel S. Welytok
42 (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): chuck.adams@sheboyganwi.gov
56 E-Mail address for Buyer (optional): joetrueblood@sheboyganwater.org; dwelytok@vonbriesen.com
57 ~~PERSONAL DELIVERY/ACTUAL RECEIPT~~ Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

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

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

70 **CLOSING** This transaction is to be closed no later than January 31, 2017

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

84

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) **STRIKE ONE** lease(s), if any, are Agricultural Land Lease with Paul Rammer

97 _____, Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

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

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

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

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

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

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

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

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

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

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

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

160 **DEFINITIONS:**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

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

190 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____

191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,

198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the

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

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

201 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

202 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest

203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per

204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or

207 528-534 or in an addendum attached per line 525.

208 ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to

212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan

213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall

214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of

215 unacceptability.

216 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide

217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN

218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS

219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

220 ■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this

221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan

222 commitment.

223 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already

224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing

228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party

231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to

241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

242 purchase price, accompanied by a written notice of termination.

243 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

244 deadlines provide adequate time for performance.

245 **DEFINITIONS CONTINUED FROM PAGE 3**

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

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

307 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

390 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

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

424 _____

425 _____

426 _____

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

459 _____

460 _____

461 _____

462 _____

463 _____

464 _____

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

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

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

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

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

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

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

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

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

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

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

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

603 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
604 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
605 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
606 an inspection of _____

607 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
608 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
609 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
610 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

613 This contingency shall be deemed satisfied unless Buyer, within 5 days of acceptance, delivers to Seller a copy of the written
614 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

626 **ADDITIONAL PROVISIONS/CONTINGENCIES**

627 Seller and Buyer shall enter into an Access Easement Agreement which shall be recorded at or
628 prior to Closing.

629 _____
630 _____
631 _____
632 _____
633 _____
634 _____

635 This Offer was drafted by [Licensee and Firm] Daniel S. Welytok, Esq., von Briesen & Roper, s.c.

636 _____ on _____
Sheboygan Water Utility

637 (x) *Gerald van DeKreeke* 10/17/16
638 Buyer's Signature ▲ Print Name Here ► Gerald van DeKreeke Date ▲

639 (x) _____
640 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

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

642 _____ Broker (by) _____

643 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
644 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
645 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
City of Sheboygan

646 (x) _____ / / 16
647 Seller's Signature ▲ Print Name Here ► Attorney Charles Adams Date ▲

648 (x) _____
649 Seller's Signature ▲ Print Name Here ► _____ Date ▲

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

652 This Offer is rejected _____ This Offer is countered [See attached counter] _____
653 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 121-16-17 by Alderperson Wolf. Resolution authorizing amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. project) and the execution of related documents.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: November 9, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The City of Sheboygan issued Development Revenue Bond, Series 2010 for RCS Empowers, Inc. project in the amount of \$5 million to assist in financing the expansion of the existing facility at RCS Empowers, Inc. The first amendment to the Bond Financing Agreement extended the final installment date for the purchase of the bonds to September 30, 2012.

STAFF COMMENTS:

The Amendment to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. project) propose amending certain terms of the Bond to shorten the maturity date and interest rate reset date, and to establish a reduced fixed interest rate on the Bond to be in effect for the remaining term of the Bond.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 121-16-17 by Alderperson Wolf. A Resolution authorizing amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. project) and the execution of related documents.

ATTACHMENTS:

- I. Resolution 121-16-17

III

5.1

Res. No. 121 - 16 - 17. By Alderperson Wolf. November 7, 2016.

A RESOLUTION authorizing Amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) and the Execution of related documents.

WHEREAS, pursuant to Section 66.1103 of the Wisconsin Statutes (the "Act") and to a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "Bond Financing Agreement"), each by and among the City of Sheboygan, Wisconsin (the "City") RCS Empowers, Inc., a Wisconsin nonprofit corporation (the "Borrower"), and Bank First National, a national banking association (the "Purchaser"), the City has issued up to \$5,000,000 of its Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project), dated December 23, 2010 (the "Bond"); and

WHEREAS, the issuance, terms of the Bond, approval, and subsequent amendment of the Bond Financing Agreement were authorized by resolutions of the City adopted on November 15, 2010 and on June 18, 2012; and

WHEREAS, under the Bond Financing Agreement, the City sold the Bond to the Purchaser and loaned the proceeds from the sale of the Bond to the Borrower in installments that totaled \$4,282,534.45 (the "Loan") to assist in financing the expansion of the Borrower's existing facility (the "Project") which Loan is being repaid by the Borrower in accordance with the terms of the Bond Financing Agreement as evidenced by the promissory note of the Borrower (the "Promissory Note"); and

Whereas, in connection with issuance of the Bond, the City also entered into a Tax Compliance Agreement (the "Tax Agreement"), between the City and the Borrower, relating to the tax-exempt status of interest on the Bond; and

WHEREAS, The Borrower and the Purchaser, in its capacity as sole bondowner, have determined that it would be beneficial to amend certain terms of the Bond to shorten the maturity date and interest rate reset date, and to establish a reduced fixed interest rate on the Bond to be in effect for the remaining term of the Bond; and

WHEREAS, the Borrower has represented that the requested amendments would enhance the economic stability of the Project; and

WHEREAS, the Bond Financing Agreement may be amended with the written agreement of the City, the Borrower, and the Purchaser, as owner of the Bonds; and

Finance

WHEREAS, in connection with such amendments, the Borrower has presented the City with a proposed Second Amendment to Bond Financing Agreement, to be dated as of the date of its execution, by and among the City, the Borrower, and the Purchaser (the "Second Amendment"); and

WHEREAS, the proposed Second Amendment as herein recited will, in the judgment of this body, allow the Project to continue to serve the intended accomplishments of public purpose, such as the provision of social services for citizens within the City.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

- **Amendment to Terms of the Bond.**

The earlier maturity date of December 1, 2023, the earlier interest rate reset date of December 1, 2016, and the establishment of a fixed rate on the Bond of 2.98% per annum for the remainder of the term of the Bond as described in the Second Amendment are each hereby approved.

- **Execution and Delivery of Second Amendment.**

The terms and provisions of the Second Amendment are hereby approved. The Mayor and the Clerk are hereby authorized for and in the name of the City to execute and deliver the Second Amendment in the form thereof presented herewith, or with such revisions, additions, or deletions as shall be approved by them consistent with this resolution and the terms of the Act, which approval shall be conclusively evidenced by their execution and delivery. Except as amended by the Second Amendment, all other terms and conditions of the Bond Financing Agreement shall remain in full force and effect.

- **Execution and Delivery of Related Documents.**

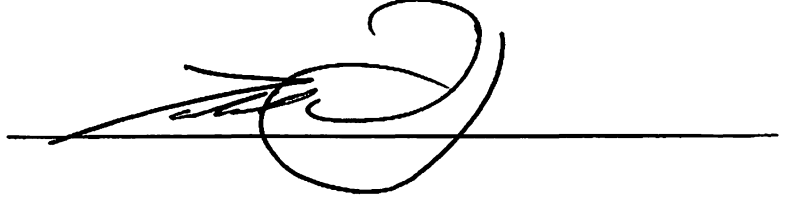
The Mayor and the Clerk are hereby authorized for and in the name of the City to execute and deliver a replacement Bond and Promissory Note, and a supplement to the Tax Agreement, that may be necessary to give effect to the amendments approved hereby.

- **General Authorizations.**

The Mayor, the Clerk, and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records (including Internal Revenue Service Form 8038), and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with, and perform, the obligations of the City under the terms of the Bond Financing Agreement as amended by the Second Amendment.

• **Effective Date; Conformity.**

This resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

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

CLOSING MEMORANDUM

AMENDMENT OF

\$4,282,534.45
(\$2,196,195.38 outstanding principal amount)
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

Effective Date: December 1, 2016

IDENTIFICATION OF PARTIES

“Bond Counsel” refers to the law firm of Foley & Lardner LLP.

“Borrower” refers to RCS Empowers, Inc., a Wisconsin nonprofit corporation.

“City” refers to the City of Sheboygan, Wisconsin, a Wisconsin public body corporate and politic.

“Guarantor” refers to The Rehabilitation Center of Sheboygan Endowment Trust, a Wisconsin common law trust.

“Purchaser” refers to Bank First National, Sheboygan, Wisconsin.

DATE OF CLOSING

The Closing will be accomplished by delivery of documents to Foley & Lardner LLP by 10:00 a.m. on December 1, 2016 (the **“Closing Date”**).

Although certain of the below described closing documents may have been executed in advance of the Closing Date, no closing document shall be deemed to have been delivered unless and until all closing documents have been delivered.

CLOSING DOCUMENTS

Index
No.

I. BASIC DOCUMENTS

1. Second Amendment to Bond Financing Agreement, dated as of December 1, 2016, among the City, the Borrower, and the Purchaser.
2. Specimen Bond R-2, in the principal amount of \$2,196,195.38, registered in the name of the Purchaser.
3. Replacement Promissory Note of the Borrower, in the principal amount of \$2,196,195.38.
4. Supplemental Tax Compliance Agreement, dated as of December 1, 2016, by and between the City and the Borrower.

II. BORROWER DOCUMENTS

5. Closing Certificate, together with Board of Directors' Resolution.

III. GUARANTOR DOCUMENTS

6. Consent of Guarantor.

IV. CITY DOCUMENTS

7. Issuer Approval Resolution, adopted by the Common Council of the City on November 21, 2016, together with Certifications by Clerk.
8. Opinion of Bond Counsel.
9. IRS Form 8038.

**SECOND AMENDMENT TO
BOND FINANCING AGREEMENT**

Dated as of December 1, 2016

**Amending the Bond Financing Agreement
Dated as of December 23, 2010**

By and Among

CITY OF SHEBOYGAN, WISCONSIN

and

RCS EMPOWERS, INC.

and

BANK FIRST NATIONAL

Relating to:

**\$4,282,534.45
(\$2,196,195.38 outstanding principal amount)
City of Sheboygan, Wisconsin
Development Revenue Bond, Series 2010
(RCS Empowers, Inc. Project)**

SECOND AMENDMENT TO BOND FINANCING AGREEMENT

This SECOND AMENDMENT TO BOND FINANCING AGREEMENT, dated as of December 1, 2016 (this “**Second Amendment**”), made by and among RCS EMPOWERS, INC., a nonstock, nonprofit corporation organized and existing by virtue of the laws of the State of Wisconsin (the “**Borrower**”), the CITY OF SHEBOYGAN, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the “**City**”), and BANK FIRST NATIONAL, a national banking association (the “**Purchaser**”), is an amendment to the Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012, each by and among the Borrower, the City, and the Purchaser (the “**Bond Financing Agreement**”).

WITNESSETH:

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “**Act**”) authorizes the City to issue revenue bonds to finance all or any part of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending, or remodeling of qualified projects and the improvement of sites therefor; and

WHEREAS, the Act authorizes the City to enter into a revenue agreement with an eligible participant wherein the eligible participant agrees (i) to provide the City with revenues sufficient for the prompt payment of the principal of and interest on the revenue bonds; and (ii) to cause such qualified project to be completed; and

WHEREAS, on November 15, 2010 the City’s governing body adopted a final bond resolution authorizing, among other things, the issuance of up to \$5,000,000 of its Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project), dated December 23, 2010 (the “**Bond**”), the execution and delivery of the Bond Financing Agreement, and any other documents or certificates relating to the Bond; .

WHEREAS, the City induced the Borrower to proceed with the construction and equipping of an office and social services delivery facility in City (the “**Project**”) by issuing the Bond; and

WHEREAS, under the Bond Financing Agreement, the City sold the Bond to the Purchaser and loaned the proceeds from the sale of the Bond to the Borrower in installments that totaled \$4,282,534.45 to assist in financing the Project (the “**Loan**”) which Loan is being repaid by the Borrower in accordance with the terms of the Bond Financing Agreement and evidenced by the promissory note of the Borrower; and

WHEREAS, the Borrower and the Purchaser, in its capacity as sole bond owner (the “**Owner**”), have determined that it would be beneficial to amend certain terms of the Bond to shorten the maturity date and interest rate reset date, and to establish a reduced fixed interest rate on the Bond to be in effect for the remaining term of the Bond; and

WHEREAS, the Bond Financing Agreement may be amended with the written consent of the City, the Borrower, and the Owner; and

NOW THEREFORE, in consideration of the foregoing, the City, the Borrower, and the Owner, hereby agree as follows:

Section 1. Definitions.

As used in this Second Amendment and the recitals hereto, the terms defined in the Bond Financing Agreement shall have the meanings assigned to them therein. *Capitalized terms not otherwise defined in this Second Amendment shall have the meaning set forth in the Bond Financing Agreement.*

Section 2. Amendments to Definitions.

(a) The following terms defined in Section 1.01 of the Bond Financing Agreement are hereby deleted:

Credit Spread	Flex Rate	Liquidity Premium
Flex Conversion Date	Floating Rate	Multiplier
Flex Period	LIBOR Swap Rate	Prime Rate
		Put Date

(b) The following terms defined in Section 1.01 of the Bond Financing Agreement are amended and restated in their entirety as follows:

“Default Rate” means the Taxable Rate plus 3.00% per annum.

“Reset Date” means December 1, 2016

“Taxable Rate” means 4.58% per annum.

Section 3. Amendment to Section 3.01.

Section 3.01 of the Bond Financing Agreement shall be amended in its entirety to read as follows:

Section 3.01 Authorization and Terms.

(a) In order to provide funds for the construction, acquisition, and installation of the Project, the Bond is hereby authorized to be issued in the aggregate principal amount of up to \$5,000,000. The Bond shall be issued as a fully-registered Bond, without coupons, substantially in the form set forth as Exhibit A hereto, with appropriate insertions and deletions. The Bond shall be issued in the form of a single bond in the denomination equal to the entire authorized principal amount thereof. The Bond shall represent an obligation of the City (limited as provided in Section 3.02 hereof) only to the extent of amounts actually advanced for the purchase thereof pursuant to Section 4.01 hereof. The Owner thereof shall note on the schedule attached to the Bond all Advances with respect

thereto pursuant to Section 4.01 hereof, all payments of principal thereon pursuant to Section 3.09 hereof, and the other matters described therein.

(b) The Bond shall mature on December 1, 2023, subject to redemption prior to maturity as provided in Section 3.09 hereof.

(c) Except upon the occurrence of a Taxable Event or an Event of Default as described in subsections (d) and (e) below, the outstanding amount of the Bond shall bear interest from and including the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, until payment of the entire principal amount thereof shall have been made as provided herein, payable on each Interest Payment Date, at a rate per annum equal to (i) during the period from (and including) the Original Issue Date to (but not including) the Reset Date, the Initial Interest Rate, and (ii) during the period from (and including) the Reset Date to the maturity date of the Bond, 2.98% per annum. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

(d) Upon the occurrence of a Taxable Event, the interest rate on the Bond shall (subject to adjustment as provided in Section 3.01(e) below), effective on the date as of which interest on the Bond first becomes includable in the gross income of the Owner, be converted to the Taxable Rate. If the City, the Owner, or the Borrower becomes aware of the occurrence of a Taxable Event, such party shall immediately give written notice to the other parties of such occurrence. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the change in interest rate shall be payable on the first Interest Payment Date occurring more than thirty days after such Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

(e) Upon the occurrence and during the continuance of an Event of Default, the interest rate on the Bond shall, effective on the date of such Event of Default, be converted to the Default Rate. Overdue installments of principal and, to the extent permitted by law, overdue interest payments, shall bear interest at the Default Rate.

Section 4. Amendment to Section 3.09.

Sections 3.09(b) and (e) of the Bond Financing Agreement are deleted and reserved.

Section 5. Amendment of Addresses.

The address for the Borrower in Section 12.04 of the Bond Financing Agreement is amended to read as follows:

RCS Empowers, Inc.
1607 Geele Avenue
Sheboygan, Wisconsin 53083
Attention: President
Phone: (920) 694-1200
Facsimile: (920) 458-8361
Email: rvanrooyen@rcsempowers.com

Section 6. Amendment to Exhibits.

Exhibit A, B and C to the Bond Financing Agreement are amended to read as Exhibits A, B and C, respectively, to this Second Amendment.

Section 7. Representations and Covenants.

The Borrower hereby represents and warrants that each of the statements in Section 2.02 is true and correct as if made on the date hereof. The Borrower confirms its agreement to comply with the covenants and agreements set forth in the Credit Agreement, as amended from time to time.

Section 8. Effective Date.

The amendments to the Bond Financing Agreement contained herein shall be effective as of the date of this Second Amendment.

Section 9. Severability; Ratification.

If any provision of this Second Amendment shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein or in the Bond Financing Agreement contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Second Amendment shall not affect the remaining portions of this Second Amendment or the Bond Financing Agreement, or any part thereof. Except as amended by this Second Amendment, all other terms and conditions set forth in the Bond Financing Agreement shall remain in full force and effect.

Section 10. Captions.

The captions or headings in this Second Amendment are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Second Amendment.

Section 11. Counterparts.

This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law.

The laws of the State of Wisconsin shall govern this Second Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the City, the Borrower, and the Purchaser have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first written above.

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Title: Mayor

Attest: _____
Title: Clerk

RCS EMPOWERS, INC.

By: _____
Name: Ronald L. Van Rooyen
Title: President

BANK FIRST NATIONAL

By: _____
Name: Michael E. Strege
Title: Vice President

EXHIBIT A

FORM OF BOND

United States of America
State of Wisconsin
City of Sheboygan, Wisconsin

DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

No. R-__					Registered \$ _____
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>Reset Date</u>	<u>CUSIP</u>	
Described herein	December 1, 2023	December 23, 2010	December 1, 2016	None	

REGISTERED OWNER: BANK FIRST NATIONAL, or its registered assigns

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF SHEBOYGAN, WISCONSIN (the "City"), a municipal corporation and political subdivision of the State of Wisconsin, for value received, hereby promises to pay (but only from the revenues hereinafter described and not otherwise) to the Registered Owner, on the Maturity Date, subject to the redemption requirements set forth herein, without the need for the presentation or surrender hereof, the Principal Amount of TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND THIRTY-EIGHT CENTS (\$2,196,195.38), and pay (but only from said revenues) interest on the Principal Amount at the Interest Rate. Payment of the principal of and interest on this Bond shall be in any coin or currency of the United States of America as, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

GENERAL PROVISIONS

THIS BOND IS A LIMITED OBLIGATION OF THE CITY. THE PRINCIPAL OF AND INTEREST AND REDEMPTION PREMIUM, IF ANY, ON THIS BOND ARE PAYABLE SOLELY OUT OF THE REVENUES TO BE DERIVED FROM THE BOND FINANCING AGREEMENT (HEREINAFTER DEFINED) AND THE COLLATERAL SECURING THE SAME AS SET FORTH IN THE AGREEMENT. THIS BOND AND THE INTEREST HEREON ARE NOT AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE OF WISCONSIN CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND ARE NOT A CHARGE AGAINST THE CITY'S GENERAL CREDIT OR TAXING POWERS OR A PECUNIARY LIABILITY OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond is has been issued under and pursuant to the Constitution and laws of the State of Wisconsin, including particularly Section 66.1103 Wisconsin Statutes, as amended (the “Act”), and a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012, and a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (collectively, the “**Bond Financing Agreement**”), each among the City, RCS Empowers, Inc., a Wisconsin nonstock, nonprofit corporation (the “**Borrower**”), and Bank First National (the “**Purchaser**”) for the purpose of financing the construction and acquisition by the Borrower of an office and social services delivery facility (the “**Project**”) in the City. The City has pledged and assigned certain of its rights under the Agreement, including its right to receive loan payments from the Borrower thereunder, to the Owner of this Bond to secure the City’s obligations with respect to this Bond. As security for the payment by Borrower of its obligations under the Agreement, Borrower has granted to Purchaser, as the initial Owner of this Bond and the assignee of the City’s rights under the Agreement, among other things, a mortgage on, assignment of rents in respect to, and a security interest in the real property and fixtures comprising the Project pursuant to a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Rents and Profits, dated as of December 23, 2010, from Borrower to the Purchaser and all other personal property of Borrower pursuant to a General Business Security Agreement dated April 6, 2009.

This Bond shall be issued in the form of a single bond of the denomination equal to the entire principal amount hereof. All advances with respect hereto by the Purchaser and all payments of principal hereof by or on behalf of the City, which shall be made directly to the Registered Owner, shall be noted on the schedule attached hereto.

This Bond is transferable, in accordance with the provisions of the Bond Financing Agreement, by the Registered Owner hereof or its duly authorized attorney at the principal office of the Purchaser, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in the form attached hereto or such other form as may be satisfactory to the Purchaser, and upon payment by the Registered Owner hereof of any taxes, fees, or other governmental charges incident to such transfer. Upon any such transfer, a new fully-registered Bond in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the Registered Owner thereof by the City and the Borrower, and no notice to the contrary shall be binding upon the City or the Borrower.

INTEREST PROVISIONS

Definitions. For purposes hereof, the following definitions shall apply.

“**Default Rate**” means the Taxable Rate plus 3.00% per annum.

“**Initial Interest Rate**” means the rate of 4.03% per annum.

“**Interest Payment Date**” means the first Business Day of each calendar month, commencing January, 2011.

“**Reset Date**” means December 1, 2016.

“**Taxable Rate**” means 4.58% per annum.

Interest Rate. The unpaid principal amount of this Bond shall bear interest at a rate equal to (i) during the period from (and including) the Original Issue Date to (but not including) the Reset Date, 4.03% per annum, and (ii) from (and including) the Reset Date to (but not including) the Maturity Date, 2.98% per annum; *provided, however*, that (a) upon the occurrence of a Taxable Event, as defined in the Bond Financing Agreement, the interest rate shall (subject to adjustment as provided in clause (b) below) be adjusted, retroactively to the date on which the interest on the Bond became includable in gross income for federal income tax purposes, to a rate equal to the Taxable Rate, and (b) upon the occurrence of an Event of Default, as defined in the Bond Financing Agreement, the interest rate shall be adjusted to a rate equal to the Default Rate. This Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, at the Default Rate.

Accrual and Payment of Interest. The annual interest rate for this Bond shall be computed by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Interest shall be payable in arrears on each Interest Payment Date, to the Registered Owner hereof determined as of the Business Day preceding such Interest Payment Date. Interest on this Bond shall accrue from the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, and shall be paid by bank wire transfer of immediately available funds to the bank account designated by the Registered Owner or in such other manner as Borrower and the Registered Owner shall agree. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the Taxable Rate shall be payable on the first Interest Payment Date occurring more than thirty days after a Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

REDEMPTION PROVISIONS

Redemption at Borrower's Option. This Bond may be redeemed, at the option and written direction of the Borrower, in whole or in part on any date, at a redemption price equal to the principal amount so redeemed plus accrued interest to the date of redemption.

Mandatory Scheduled Redemption. This Bond shall be redeemed in part from time to time by the City, at a redemption price equal to 100% of the principal amount thereof and without premium, in the respective principal amounts and on the Scheduled Redemption Dates as provided in Section 3.09(c) of the Bond Financing Agreement.

Notice of Redemption. The Borrower shall provide the Registered Owner with notice of any redemption at the Borrower's option by first-class mail, postage prepaid, at least 30 days (or such shorter period as the Registered Owner shall approve, in its sole discretion) before such redemption date to the Registered Owner at the registered address of the Registered Owner appearing on the registration books maintained pursuant to Section 3.06 of the Bond Financing Agreement as of the close of business on the Business Day prior to such mailing. Notice of redemption having been so given, the Bond or portion thereof so called for redemption shall be due and payable on the redemption date and, if the redemption price is duly paid, interest thereon shall cease to accrue from and after such redemption date.

MISCELLANEOUS PROVISIONS

Reference is made to the Bond Financing Agreement for a description of the provisions with respect to the nature and extent of the security for this Bond, and the rights, duties, obligations, and immunities of the City, the Borrower, and the Registered Owner of this Bond.

The Bond Financing Agreement permits the amendment thereof and the modifications of the rights and obligations of the City and the rights of the Registered Owner of the Bond upon the terms set forth therein. Any consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future Registered Owners of this Bond and of any Bond issued upon the transfer of this Bond whether or not notation of such consent or waiver is made hereon. The Bond Financing Agreement also contains provisions permitting the Registered Owner of the Bond to waive certain past defaults under the Bond Financing Agreement and their consequences.

This Bond is issued under and pursuant to, and in full compliance with the Constitution and laws of the State of Wisconsin, including particularly the Act, which shall govern its construction, and by appropriate action duly taken by the Common Council of the City which authorizes the execution and delivery of the Bond Financing Agreement and this Bond.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and procedures required to exist, happen, and be performed precedent to and in the execution and delivery of the Bond Financing Agreement and issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that the issuance of this Bond has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and the manual impression or facsimile of its corporate seal, if any, to be affixed hereto and attested by the manual or facsimile signature of its Clerk.

CITY OF SHEBOYGAN, WISCONSIN

**By: _____
Title: Mayor**

[SEAL]

**And: _____
Title: Clerk**

Principal Advancement Schedule

Up to \$5,000,000
 CITY OF SHEBOYGAN, WISCONSIN
 DEVELOPMENT REVENUE BOND, SERIES 2010
 (RCS EMPOWERS, INC. PROJECT)

<u>Date of Advance</u>	<u>Amount Advanced</u>	<u>Total Principal Amount Advanced</u>
12/23/2010	\$115,232.06	\$ 115,232.06
07/05/2011	385,921.82	501,153.88
08/11/2011	409,849.00	911,002.88
09/01/2011	613,515.86	1,524,518.74
09/29/2011	511,674.51	2,036,193.25
10/26/2011	392,999.75	2,429,193.00
12/01/2011	337,197.00	2,766,390.00
01/03/2012	462,495.00	3,228,885.00
02/03/2012	468,473.75	3,697,358.75
02/28/2012	178,690.47	3,876,049.22
03/07/2012	195,862.23	4,071,911.45
05/08/2012	210,623.00	4,282,534.45

Principal Repayment Schedule

\$4,282,534.45
 (\$2,196,195.38 outstanding principal amount)
 CITY OF SHEBOYGAN, WISCONSIN
 DEVELOPMENT REVENUE BOND, SERIES 2010
 (RCS EMPOWERS, INC. PROJECT)

<u>Date of Payment</u>	<u>Principal Paid</u>	<u>Outstanding Principal Amount After Payment</u>
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B

FORM OF PROMISSORY NOTE

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE TRANSFERABILITY HEREOF IS RESTRICTED BY THE BOND FINANCING AGREEMENT IDENTIFIED IN THE ASSIGNMENT ENDORSED HEREON.

PROMISSORY NOTE

\$2,196,195.38

December 1, 2016

FOR VALUE RECEIVED, the undersigned RCS EMPOWERS, INC. a Wisconsin nonstock, nonprofit corporation (the "**Borrower**," which term shall be construed to include the successors and permitted assigns of the Borrower), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin (the "**City**"), the principal amount of TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND THIRTY-EIGHT CENTS (\$2,196,195.38) on December 1, 2023. The unpaid principal balance of this Promissory Note shall (except as hereinafter provided upon a Taxable Event or an Event of Default) bear interest at the rate of 2.98% per annum; *provided, however*, that (A) after the occurrence of a Taxable Event, the unpaid principal amount of this Promissory Note shall (subject to clause (B) below) bear interest at the Taxable Rate, and (B) upon the occurrence of an Event of Default, the unpaid principal amount of this Promissory Note shall bear interest at the Default Rate.

This Promissory Note is issued in replacement for the Promissory Note issued by the Borrower under a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "**Original Bond Financing Agreement**"). The principal of and interest on this Promissory Note are payable in immediately available funds at the office of Bank First National, Sheboygan, Wisconsin (the "**Purchaser**"), or its successor as Owner under the Original Bond Financing Agreement as further amended by a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (collectively, the "**Bond Financing Agreement**"), each among the City, the Borrower, and the Purchaser.

This Promissory Note constitutes the Promissory Note issued under the Bond Financing Agreement, to which Bond Financing Agreement reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made, for a description of the terms and conditions upon which this Promissory Note may or must be prepaid or its maturity accelerated, and for the definitions of the terms used therein including “Default Rate,” “Event of Default,” “Owner,” “Taxable Event,” and “Taxable Rate.”

RCS EMPOWERS, INC.

By: _____
Its: _____

Attest: _____
Its: _____

FOR VALUE RECEIVED, the undersigned City of Sheboygan, Wisconsin hereby assigns, without recourse, all its right, title and interest in and to the above Promissory Note to Bank First National, Sheboygan, Wisconsin, or its successor or successors as Owner under the Bond Financing Agreement referred to in such Promissory Note, to secure its \$4,282,534.45 (\$2,196,195.38 outstanding principal amount) Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) issued pursuant to such Bond Financing Agreement.

Dated December 1, 2016

CITY OF SHEBOYGAN, WISCONSIN

**By: _____
Mayor**

[SEAL]

**Attest: _____
Clerk**

EXHIBIT C

SCHEDULED MANDATORY REDEMPTIONS

The Bond is subject to scheduled mandatory redemptions on the first Business Day of each month, commencing January, 2017 (“**Scheduled Redemption Dates**”) in principal amounts determined based upon equal monthly payments of principal and accrued interest from such date through the maturity date set forth in Section 3.01(b) hereof and (i) the Initial Interest Rate through (but not including) the Reset Date, and (ii) the interest rate set forth in Section 3.01(c) hereof in effect on the Reset Date through the maturity date, and shown on the attached schedule.

SUPPLEMENTAL TAX COMPLIANCE AGREEMENT

This Supplemental Tax Compliance Agreement, dated as of December 1, 2016 (this “**Agreement**”), is entered into by and between the City of Sheboygan, Wisconsin (the “**Issuer**”) and RCS Empowers, Inc., a Wisconsin nonprofit corporation (the “**Borrower**”), in connection with certain amendments to the terms of the Issuer’s \$4,282,534.45 Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) (the “**Bond**”). This Agreement supplements the provisions of the Tax Compliance Agreement (the “**Original Tax Agreement**”) dated December 23, 2010 (the “**Original Issue Date**”) between the parties hereto, entered into in connection with the initial issuance of the Bond. This Agreement concerns the requirements that must be met for interest on the Bond to continue to qualify for exclusion from gross income for federal income tax purposes.

The representations and agreements contained in this Agreement are made on behalf of the Issuer and the Borrower for the benefit of the owners from time to time of the Bond. The Issuer and the Borrower understand that this Agreement is being relied on by Foley & Lardner LLP in rendering its opinion on the date hereof that the amendments to the Bond (the “**Amendments**”) set forth in the Second Amendment to Bond Financing Agreement, dated as of the date hereof (the “**Second Amendment**”), do not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes.

Many of the terms used in this Agreement have special meanings. Section 1.01 of the Original Tax Agreement sets forth definitions of many of these terms and provides cross-references to provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), and the Treasury Regulations promulgated thereunder pertaining to tax-exempt bonds. *Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Original Tax Agreement.*

Section 1. General Nature of Representations Made.

1.1 The Issuer’s Representations.

The representations of the Issuer in this Agreement are based on representations made by the Borrower in this Agreement, in the Original Tax Agreement, and in the Financing Agreement, as amended, relating to the Bond. To the extent the Issuer is relying on the representations of the Borrower, it is reasonable and prudent to do so. The Issuer is not aware of any facts or circumstances that would cause it to question those representations of others. Any representation made by the Issuer about its reasonable expectations includes a representation that it has not entered into any contract or other arrangement that is inconsistent with that representation. The undersigned representatives of the Issuer are charged with the responsibility of issuing the Bond and are duly authorized to execute and deliver this Agreement.

1.2 The Borrower’s Representations.

The Borrower represents that it has examined and is familiar with the representations made in this Agreement and certifies that all of the representations in this Agreement are true, complete, and correct and do not omit to state a material fact necessary to

make the representations contained in this Agreement, in light of the circumstances under which they were made, not misleading. Any representation made by the Borrower about its reasonable expectations includes a representation that it has not entered into any contract or other arrangement that is inconsistent with that representation. The Borrower further represents that it has reviewed this Agreement with its counsel. The undersigned representative of the Borrower certifies that he is duly authorized to execute and deliver this Agreement.

Section 2. Status of the Issuer.

The Issuer is a municipal corporation and political subdivision of the State of Wisconsin which is authorized to issue obligations such as the Bond pursuant to the Act.

Section 3. Description of the Bond.

3.1 Approval of the Bond.

The issuance of the Bond was approved as set forth in the Original Tax Agreement. The Amendments do not extend the average maturity of the Bond.

3.2 Form of the Bond.

The Bond is issued only as a fully-registered bond, without coupons, and is transferable only upon the registration books maintained by Bank First National (the "Purchaser") pursuant to Section 3.06 of the Financing Agreement.

3.3 Establishment of Fixed Interest Rate on the Bond.

The Issuer, the Borrower, and the Purchaser, as owner of the Bond, have entered into the Second Amendment to effect the Amendments on the date hereof, which results in the deemed exchange (or "reissuance") of the Bond for federal income tax purposes. In this Agreement, the Bond on and after the date hereof is referred to as the "Reissued Bond" (or, in cases where the context does not require otherwise, the "Bond"), and the Bond before the date hereof is referred to as the "Original Bond". The Amendments provide, among other things, for an earlier maturity date and reset date on the Bond, and the establishment of a reduced fixed interest rate for the remaining term of the Bond.

3.4 Treatment of the Reissued Bond as a current refunding.

For federal income tax purposes, the Issuer and the Borrower intend that the Reissued Bond is treated as a current refunding of the Original Bond.

3.5 Approval of the Reissued Bond.

The Issuer duly approved the Amendments, including the establishment of the fixed interest rate on the Reissued Bond, by a resolution duly adopted on November 21, 2016.

3.6 Security and Source of Payment for the Bond.

The security and expected source of payment for the Bond as described in the Financing Agreement is not affected by the Amendments.

3.7 Reasonable Expectation that No Other Obligations Need to be Treated as Part of the Same "Issue" as the Bond.

The Amendments to the terms of the Bond are effective on the date hereof. The Issuer and the Borrower reasonably expect that no other obligations of the Issuer (a) have been sold within 14 days of the date of sale of the Reissued Bond, (b) have been sold pursuant to the same plan of financing together with the Reissued Bond, and (c) are expected be paid from substantially the same source of funds (determined without regard to guarantees from parties unrelated to the Issuer or the Borrower). Accordingly, the Issuer and the Borrower intend that the Bond will be treated as a single "issue" and that no other obligations will be treated as part of this "issue."

3.8 Interest Rate Hedges.

Neither the Issuer nor the Borrower has entered into any contract primarily to modify the risk of interest rate changes with respect to the Bond or reasonably expects that it will enter into such a contract.

3.9 Form 8038.

The information in the Internal Revenue Service Form 8038 for the Reissued Bond attached to this Agreement as Exhibit A is true and correct.

Section 4. Payment on the Bond.

The Issuer and the Borrower expect that all payments of principal and interest on the Bond will be made no later than the date actually and unconditionally due. The Issuer and the Borrower expect that there will be scheduled mandatory partial redemptions of the Bond in accordance with the Financing Agreement but not otherwise.

Section 5. Uses of Bond Proceeds and Financed Property.

(a) The statements in Article II of the Original Tax Agreement, including without limitation, the Issuer and the Borrower's expectations and intentions that the Bond will meet all of the requirements applicable to "qualified 501(c)(3) bonds" under Section 145 of the Code, the Borrower's statements as to the use and investment of the gross proceeds of the Original Bond, and the use of and expected economic life of the Financed Property, remain true and correct as of the date hereof, except that the yield on the Reissued Bond can be computed as of the date hereof.

(b) At least ninety-five percent of the Original Bond proceeds were expended by March 7, 2012 for Project costs incurred after August 16, 2010, the date on which the Issuer adopted the initial resolution with respect to the Project, and such amounts were

chargeable to the capital account of the Project or would have been so chargeable either with a proper election by the Borrower or but for a proper election by a Borrower to deduct such amounts.

(c) The total proceeds of the Original Bond advanced to the Borrower under the Bond Financing Agreement was \$4,282,534.45. Such proceeds were spent on Project costs as set forth below.

Uses of Funds

Preconstruction Services	\$ 57,000.00
General construction costs.....	3,210,170.39
Mechanical and Electrical Costs	957,132.00
Issuance Costs	<u>58,232.06</u>
	\$4,282,534.45

(d) All expenditures of Original Bond proceeds were made no later than the date eighteen months after the later of (a) the date the original expenditure reimbursed with the proceeds of the Bonds was paid or (b) the date the entire Project was first placed into service, but in any event the date three years after the date the original expenditure reimbursed with the proceeds of the Original Bond occurred.

(e) No more than 25% of the net proceeds of the Original Bond were used, directly or indirectly, for the cost of acquiring land (or an interest therein).

(f) The Project was placed in service on September 28, 2012.

Section 6. Bond Yield.

The Bond Yield on the Reissued Bond is 3.0412%

Section 7. Average Maturity Compliance.

The remaining reasonably expected economic life of the building financed with the proceeds of the Bonds comprising the Project is not less than 34 years and the weighted average maturity on the Reissued Bond is now not more than 3.6643 years. Thus, the “average maturity” (within the meaning of Section 147(b) of the Code and the regulations and rulings thereunder) of the Bonds does not exceed 120% of the “average reasonably expected economic life” (within the meaning of Section 147(b) of the Code and the regulations and rulings thereunder) of the facilities financed by the Original Bond proceeds.

Section 8. Exempt Organization Status.

The Borrower is an organization described in Section 501(c)(3) of the Code, is exempt from federal income tax under Section 501(a) of the Code, and is not a private foundation under Section 509(a) of the Code. There are no proceedings underway or contemplated by the Borrower to change such tax status. Ownership and operation of the Project (as defined in the Bond Financing Agreement) will not constitute an “unrelated trade or

business” of the Borrower within the meaning of Section 513 of the Code. The determination letter from the IRS confirming that the Borrower is an organization described in Section 501(c)(3) of the Code, delivered in connection with the original issuance of the Bond, remains in full force and effect on the date hereof and has not been revoked by the IRS.

Section 9. Qualified tax-exempt obligation.

The Original Bond was designated by the Borrower in the Original Tax Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The principal amount of tax-exempt obligations which was issued on behalf of the Borrower and any of the Borrower’s subordinate entities during the calendar year 2010 did not exceed \$30,000,000. Not more than \$30,000,000 in principal amount of obligations was designated as “qualified tax-exempt obligations” by the Borrower during calendar year 2010. The weighted average maturity of the Bond has not been extended by the Amendments and the maturity date of the Reissued Bond is not more than 30 years from the date of issuance of the Original Bond, therefore, the Reissued Bond is deemed designated as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 10. Payment of Rebate.

The parties acknowledge that the Original Bond is treated as retired on the date hereof for Federal tax purposes, including Section 3.07 of the Original Tax Agreement, and the parties agree that such Section shall continue to apply separately the Original Bond and the Reissued Bond. The Borrower shall make, or cause to be made, any rebate payments to the United States Treasury with respect to the Original Bond and the Reissued Bond on such dates and such amounts as will meet the requirements of Section 148(f) of the Code. In general, these requirements include the requirement that rebate payments be made within 60 days after the end of each fifth Bond year and within 60 days after the date the last Original Bond and Reissued Bond is retired (or deemed to have been retired for federal income tax purposes).

Section 11. Limitations on Issuer Covenants.

Notwithstanding any provision contained in this Agreement or in the Original Tax Agreement, the Issuer undertakes no obligation to monitor compliance by the Borrower with its covenants under this Agreement or the Original Tax Agreement. In the event that the Issuer becomes aware of a breach by the Borrower of its covenants under either agreement, the Issuer shall provide notice to the Purchaser within a reasonable period. The Issuer undertakes no obligations to enforce the provisions of this Agreement or the Original Tax Agreement against the Borrower. In the event that the Bond is examined by the Internal Revenue Service, the Issuer shall reasonably cooperate with the Borrower and the Purchaser to execute a closing agreement with the Internal Revenue Service, if required to preserve the tax-exempt status of interest on the Bond; *provided, however*, that the Issuer undertakes no obligation to defend the Bond in such an examination and the Issuer undertakes no obligation to make a payment of any kind from its own funds in such a closing agreement.

Section 12. Allocations, Designations, and Elections in Original Tax Agreement.

The Issuer, at the direction of the Borrower, hereby adopts the allocations, designations, and elections for the Reissued Bond as are contained in the Original Tax Agreement with respect to the Original Bond. Except as otherwise noted, these elections are irrevocable.

Section 13. Modifications of Covenants in this Agreement.

Notwithstanding any other provision contained in this Agreement, the covenants contained in this Agreement may be and shall be deemed modified to the extent that an opinion of Bond Counsel is delivered to the Issuer, the Borrower, and the Purchaser to the effect that any covenant required hereunder is not required to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes.

Section 14. Termination.

This Agreement shall terminate upon the termination of the Original Tax Agreement.

Section 15. Severability.

If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of that clause, provision, or section shall not affect any of the remaining clauses, provisions or sections of this Agreement.

Section 16. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 17. Notices.

All notices, demands, communications, and requests which may or are required to be given under this Agreement or by any party to this Agreement shall be deemed given when given in accordance with the notice requirements of the Financing Agreement.

Section 18. Successors and Assigns.

The terms, provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the respective successors of the Issuer and the Borrower.

Section 19. References to Code Sections.

Each reference to a section of the Code in this Agreement includes a reference to the final and temporary Treasury Regulations promulgated under that Code Section.

Section 20. Headings.

The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement.

Section 21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 22. Original Tax Agreement.

This Agreement supplements, but does not supersede or terminate, nor does the deemed reissuance of the Bond due to the Amendments terminate, the Original Tax Agreement. The provisions of the Original Tax Agreement (including the agreements contained in Article III thereof and the ongoing obligations described in Article V thereof) remain in full force and effect, as supplemented by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Supplemental Tax Agreement to be executed in their respective names, all as of the date first written above.

The Issuer:

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Its Mayor

[SEAL]

Attest: _____
Its Clerk

The Borrower:

RCS EMPOWERS, INC.,
a Wisconsin nonprofit corporation

By _____
Its _____

[Signature Page to Supplemental Tax Compliance Agreement]

EXHIBIT A

FORM 8038 FOR THE REISSUED BOND

[Attached]

BORROWER CLOSING CERTIFICATE

\$4,282,534.45
(\$2,196,195.38 outstanding principal amount)
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

The undersigned officers of RCS Empowers, Inc., a Wisconsin nonprofit corporation (the “**Borrower**”), hereby certify, represent, and warrant with respect to certain amendments to the above-referenced bond (the “**Bond**”) issued under a Bond Financing Agreement, dated as of December 23, 2010, as amended by the First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the “**Bond Financing Agreement**”), each by and among the Borrower, Bank First National (the “**Purchaser**”), and the City of Sheboygan, Wisconsin (the “**Issuer**”), that:

PART I

CERTAIN CORPORATE MATTERS

1.1 Corporate Charter, Bylaws; Existence. The Articles of Incorporation and the Bylaws of the Borrower have not been amended since December 23, 2010, the date of issuance of the Bond, and continue in full force and effect in the forms delivered to the Purchaser on such date. The Borrower exists as a nonprofit corporation on the date hereof under the laws of the State of Wisconsin.

1.2 Board Authorization. Attached hereto as Exhibit A are resolutions of the Board of Directors of the Borrower adopted with respect to the amendment of certain terms of the Bond. Said resolutions were lawfully adopted by the Directors of the Borrower, and said resolutions have not been amended or repealed and are in full force and effect on the date of this Certificate.

1.3 Documents. Pursuant to and in accordance with the resolutions identified in paragraph 1.2 above, the following documents and all other agreements and instruments required to be executed and delivered in connection with the amendments to the Bond (the “**Amendment Documents**”) have been authorized, executed, and delivered by the Borrower:

Second Amendment to Bond Financing Agreement, dated as of the date hereof (the “**Second Amendment**”), by and among the Borrower, the Purchaser, and the Issuer.

Supplemental Tax Compliance Agreement, dated as of the date hereof (the “**Supplemental Agreement**”), by and between the Borrower and the Issuer.

The Amendment Documents have not been amended or rescinded by the Borrower after the execution and delivery thereof, and are in full force and effect on the date of this Certificate. All necessary corporate action on the part of the Borrower has been taken to approve, execute, and deliver the Amendment Documents.

1.4 Corporate Authority. The Borrower has been duly incorporated and is validly existing as a nonprofit corporation under the laws of the State of Wisconsin. The Borrower has all requisite corporate power and authority to own, operate, and lease its properties and to carry on its business as it is now being conducted. All necessary corporate action on the part of the Borrower has been taken to make the Amendment Documents valid and legally binding obligations of the Borrower in accordance with their terms.

1.5 Due Execution. The persons whose signatures appear on this Certificate and the persons who signed the Amendment Documents on behalf of the Borrower were on the date or dates of execution of the Amendment Documents and are on the date of this Certificate the duly elected and qualified incumbents of the offices of the Borrower as set forth below their signatures and are authorized to effect amendments under the Amendment Documents in the name of the Borrower and on its behalf.

1.6 Litigation. No litigation or proceeding is pending or, to the best knowledge of the undersigned, threatened in any court, tribunal, or administrative body, nor is there any basis for any litigation which would (a) contest the due organization, corporate existence, or corporate powers of the Borrower, (b) contest or affect the validity, execution, or performance of the Bond Financing Agreement, the Amendment Documents, or the Bond, (c) limit, enjoin, or prevent the Borrower from making payments under the Second Amendment, (d) restrain or enjoin the execution, delivery, or performance of the Second Amendment or the collection of revenues pledged under the Bond Financing Agreement, (e) contest or affect the validity of the Bond, the Bond Financing Agreement, or the Amendment Documents, or (f) adversely affect the federal tax-exempt status of the interest on the Bond.

PART II

FINANCING MATTERS

2.1 Continued Accuracy of Certain Representations and Warranties. The representations and warranties made by the Borrower in the Bond Financing Agreement and the other Financing Documents (as defined in the Bond Financing Agreement) were true, accurate, and complete when made and continue to be true, accurate, and complete on, and as of, the date of this Certificate.

2.2 No Misrepresentation. The information furnished to the Purchaser with respect to the Borrower in connection with the Amendment Documents is correct and complete in all material respects as of the date hereof and, as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

2.3 No Defaults. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Bond Financing Agreement or the other Financing Documents, or any other material agreement or instrument to which the Borrower is a party or by which the Borrower is or may be bound or to which any of its property or other assets is or may be subject, including all such agreements or instruments to which the Issuer is a party.

2.4 Confirmation of Representations. The Borrower hereby confirms that all the representations made in its Borrower's Closing Certificate, dated December 23, 2010, executed and delivered in connection with the original issuance of the Bond remain true and correct on the date hereof and are hereby incorporated into this Certificate.

[Signature Page Follows]

The undersigned officers are authorized to execute this Certificate and to make the representations set forth herein on behalf of the Borrower. The Borrower acknowledges and agrees that this Certificate and the representations made herein will be relied upon by Foley & Lardner LLP in rendering its bond counsel opinion in respect to the Bond.

Dated: December 1, 2016

RCS EMPOWERS, INC.

By: _____
Its President

And: _____
Its Secretary

[Signature Page to Borrower Closing Certificate]

EXHIBIT A

Borrower Resolutions

[Attached]

CONSENT OF GUARANTOR

WHEREAS, the CITY OF SHEBOYGAN, WISCONSIN, a body corporate and politic organized under the laws of the State of Wisconsin (the “City”), RCS EMPOWERS, INC., a Wisconsin nonprofit corporation (the “Borrower”), and BANK FIRST NATIONAL, a national banking association (the “Bondholder”), have previously entered into a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the “Existing Bond Financing Agreement”), pursuant to which the City has issued \$4,282,524.45 in principal amount of its Development Revenue Bond, Series 2010 (RCS Empowers Inc. Project) (the “Bond”) for the purpose of financing the costs of constructing a two-story office addition and social services facility to the Borrower’s then existing facility in the City (the “Project”); and

WHEREAS, the Rehabilitation Center of Sheboygan Endowment Trust, a Wisconsin trust created solely to support the Borrower (the “Guarantor”), provided its guaranty to the Bondowner of the payment of the Bond by delivering a Guaranty Agreement, dated as of December 23, 2010 (the “Guaranty”), in favor of the Bondowner; and

WHEREAS, the Bondholder and the Borrower have now requested that the Guarantor consent to the amendment of the Existing Financing Agreement as set forth in the Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (the “Second Amendment”), to shorten the maturity date of the Bond and to establish a fixed interest rate thereon, which shall be in effect until the maturity date; and

WHEREAS, the Guarantor has reviewed the terms of the Second Amendment and determined that the execution and delivery thereof are in the best interests of the Guarantor;

NOW THEREFORE:

Section 1. The Guarantor hereby consents to the amendment of the Existing Bond Financing Agreement as set forth in the Second Amendment.

Section 2. The Guarantor ratifies and confirms its Guaranty with respect to the Bond and the Guaranty remains in full force and effect. The Guarantor further acknowledges that reference to the “Financing Agreement” as described in the Guaranty with respect to the Bond shall be deemed to include the Second Amendment.

Dated: December 1, 2016

REHABILITATION CENTER OF SHEBOYGAN
ENDOWMENT TRUST

By: _____
_____, as trustee

December 1, 2016

City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, Wisconsin 53081

Re: **\$4,282,534.45**
(\$2,196,195.38 outstanding principal amount)
City of Sheboygan, Wisconsin
Development Revenue Bond, Series 2010
(RCS Empowers, Inc. Project)

We have acted as bond counsel in connection with the issuance by the City of Sheboygan, Wisconsin (the “**Issuer**”) of its \$4,282,534.45 Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) (the “**Bond**”), which Bond is currently outstanding in the principal amount of \$2,196,195.38. We have now been requested to render an opinion as to the effect of certain amendments to the provisions of the Bond.

The Bond has been issued pursuant to a Bond Financing Agreement, dated as of December 23, 2010 (as amended by a first Amendment to Bond Financing Agreement, dated as of June 26, 2012, the “**Financing Agreement**”), among the Issuer, Bank First National, a national banking association (the “**Purchaser**”), and RCS Empowers, Inc., a Wisconsin nonprofit corporation (the “**Borrower**”), and the Issuer loaned the Bond proceeds to the Borrower pursuant thereto. The Borrower has agreed in the Financing Agreement to make payments sufficient to pay when due the principal of and interest on the Bond, and such payments and other revenues under the Financing Agreement and the rights of the Issuer thereunder (except for the right to enforce certain limited provisions of the Financing Agreement) have been pledged and assigned by the Issuer to the Purchaser as security for the Bond. In addition, pursuant to a Guaranty Agreement, dated as of December 23, 2010, executed by the trustee of the Rehabilitation Center of Sheboygan Endowment Trust (the “**Guarantor**”) in favor of the Purchaser, the Guarantor has guaranteed payment of the Bond and the obligations of the Borrower under the Financing Agreement. The Bond was issued to provide financing for the construction and equipping of an addition to an existing facility on certain real property owned by the Borrower located in the City of Sheboygan, Wisconsin (the “**Project**”).

Pursuant to a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (the “**Second Amendment**”), among the Issuer, the Borrower, and the Purchaser, the final maturity date, reset date, interest rate provisions, and certain other related terms set forth in the Financing Agreement and applicable to the Bond were amended.

In connection with such amendments, certain Issuer officials and representatives of the Borrower have made representations and certifications on behalf of the Issuer and the Borrower,

December 1, 2016
Page 2

respectively. As to questions of fact material to our opinion, we have relied upon such representations and certifications without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law,

- (i) the amendments to the Bond pursuant to the Second Amendment will not cause interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes, and
- (ii) the Bond, as amended, has been designated (or deemed designated), as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

We express no opinion as to any other tax consequences of such amendments.

Very truly yours,

**Information Return for Tax-Exempt
 Private Activity Bond Issues**
 (Under Internal Revenue Code section 149(e))
 ▶ See separate instructions.

OMB No. 1545-0720

Part I Reporting Authority		Check if Amended Return <input type="checkbox"/>
1 Issuer's name City of Sheboygan, Wisconsin		2 Issuer's employer identification number 39-6005599
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 828 Center Avenue	Room/suite	5 Report number (For IRS Use Only) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
6 City, town, or post office, state, and ZIP code Sheboygan, Wisconsin 53081		7 Date of issue (MM/DD/YYYY) 12/01/2016
8 Name of issue RCS Empowers, Inc. Project		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Susan Richards, City Clerk		10b Telephone number of officer or other employee shown on 10a 920-459-3361

Part II Type of Issue (Enter the issue price.)	Issue Price
11 Exempt facility bond:	
a Airport (sections 142(a)(1) and 142(c))	11a
b Docks and wharves (sections 142(a)(2) and 142(c))	11b
c Water furnishing facilities (sections 142(9)(4) and 142(e))	11c
d Sewage facilities (section 142(a)(5))	11d
e Solid waste disposal facilities (section 142(a)(6))	11e
f Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions)	11f
Meeting 20-50 test (section 142(d)(1)(A)) <input type="checkbox"/>	
Meeting 40-60 test (section 142(d)(1)(B)) <input type="checkbox"/>	
Meeting 25-60 test (NYC only) (section 142(d)(6)) <input type="checkbox"/>	
Has an election been made for deep rent skewing (section 142(d)(4)(B))? <input type="checkbox"/> Yes <input type="checkbox"/> No	
g Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))	11g
h Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)	11h
Facility type	
1986 Act section	
i Qualified enterprise zone facility bonds (section 1394) (see instructions)	11i
j Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)	11j
k District of Columbia Enterprise Zone facility bonds (section 1400A)	11k
l Qualified public educational facility bonds (sections 142(a)(13) and 142(k))	11l
m Qualified green building and sustainable design projects (sections 142(a)(14) and 142(l))	11m
n Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))	11n
o Other (see instructions)	
p Qualified New York Liberty Zone bonds (section 1400L(d))	11p
q Other (see instructions)	11q
12a Qualified mortgage bond (section 143(a))	12a
b Other (see instructions)	12b
13 Qualified veterans' mortgage bond (section 143(b)) (see instructions)	13
Check the box if you elect to rebate arbitrage profits to the United States <input type="checkbox"/>	
14 Qualified small issue bond (section 144(a)) (see instructions)	14
Check the box for \$10 million small issue exemption <input type="checkbox"/>	
15 Qualified student loan bond (section 144(b))	15
16 Qualified redevelopment bond (section 144(c))	16
17 Qualified hospital bond (section 145(c)) (attach schedule — see instructions)	17
18 Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)	18 2,196,195
Check box if 95% or more of net proceeds will be used only for capital expenditures — <input type="checkbox"/>	
19 Nongovernmental output property bond (treated as private activity bond) (section 141(d))	19
20a Other (see instructions)	
b New York Liberty Zone advance refunding bond (section 1400L(e)) (see instructions)	20b
c Other. Describe (see instructions) ▶	20c

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2023	\$ 2,196,195	\$ 2,196,195	3.6643 years	3.0412%

Part IV Uses of Proceeds of Issue (including underwriters' discount)

		Amount
22	Proceeds used for accrued interest	0
23	Issue price of entire issue (enter amount from line 21, column (b))	2,196,195
24	Proceeds used for bond issuance costs (including underwriters' discount)	0
25	Proceeds used for credit enhancement	0
26	Proceeds allocated to reasonably required reserve or replacement fund	0
27	Proceeds used to currently refund prior issue (complete Part VI)	2,196,195
28	Proceeds used to advance refund prior issue (complete Part VI)	0
29	Add lines 24 through 28	2,196,195
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	0

Part V Description of Property Financed by Nonrefunding Proceeds

Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

	Amount
31 Type of Property Financed by Nonrefunding Proceeds:	
a Land	31a 0
b Buildings and structures	31b 0
c Equipment with recovery period of more than 5 years	31c 0
d Equipment with recovery period of 5 years or less	31d 0
e Other. Describe (see instructions)	31e 0

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.

	NAICS Code	Amount of nonrefunding proceeds	NAICS Code	Amount of nonrefunding proceeds
a		\$	c	\$
b		\$	d	\$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	▶ 3.6643 years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded	▶ 0 years
35	Enter the last date on which the refunded bonds will be called	▶ 12/01/2016*
36	Enter the date(s) the refunded bonds were issued	▶ 12/23/2010

Part VII Miscellaneous

37 Name of governmental unit(s) approving issue (see the instructions) ▶
City of Sheboygan, WI (11/15/2010, 11/17/2016); Public Hearing (11/01/2010)

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(iii) ▶

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ▶

40a Check the box if you have identified a hedge and enter the following information ▶

b Name of hedge provider

c Type of hedge ▶

d Term of hedge ▶

41 Check the box if the hedge is superintegrated

42a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC)

b Enter the final maturity date of the GIC ▶

c Enter the name of the GIC provider ▶

43 Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions)

44 Check the box if the issuer has established written procedures to monitor the requirements of section 148

45a Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures

b Enter the date the official intent was adopted ▶

46 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user

Name ▶ EIN

* This form is being filed in connection with amendments to the 2010 Bond resulting in a deemed reissuance of the Bond as of the date of issue in box 7 above.

Part VIII Volume Caps		Amount
47	Amount of state volume cap allocated to the issuer. Attach copy of state certification	47 0
48	Amount of issue subject to the unified state volume cap	48 0
49	Amount of issue not subject to the unified state volume cap or other volume limitations:	49
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities.	49a
b	Under a carryforward election. Attach a copy of Form 8328 to this return.	49b
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	49c
d	Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d
50a	Amount of issue of qualified veterans' mortgage bonds	50a
b	Enter the state limit on qualified veterans' mortgage bonds	50b
51a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	51a
b	Name of empowerment zone	
52	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification	52

Signature and Consent Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: _____ Date: 12/01/2016 Type or print name and title: Mike Vandersteen, Mayor

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	Preparer's PTIN
	David B. Ryan		12/01/2016		P01080657
	Firm's name ▶	Foley & Lardner LLP		Firm's EIN	39-0473800
	Firm's address ▶	777 E. Wisconsin Ave, 37th Fl, Milwaukee, WI 5320		Phone no.	414-297-5761

IRS FORM 8038

\$2,196,195.38
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

SCHEDULE FOR LINE 18 – QUALIFIED NON-HOSPITAL BONDS

Name of Each Section 501(c)(3) Organization <u>Benefiting from the Bonds</u>	IRS Employer Identification <u>Number</u>	Amount of Bonds Benefiting <u>the Organization</u>	Amount of Other Non-Hospital Bonds Benefiting the <u>Organization</u>
RCS Empowers, Inc.	39-1030350	\$2,196,195.38	-0-

CERTIFICATIONS BY CLERK

I, Susan Richards, hereby certify that I am the duly qualified and acting Clerk of the City of Sheboygan, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct and complete copy of the resolution (the "**Resolution**") entitled:

**Resolution Authorizing Amendments to the Terms of the
Development Revenue Bond, Series 2010
(RCS Empowers, Inc. Project)
and the Execution of related Documents**

I do hereby further certify as follows:

Meeting Date. On November 21, 2016, a meeting of the Governing Body was held commencing at _____ p.m.

Posting. On November ____, 2016 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality's offices in Sheboygan, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On November ____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

Approval of Presiding Officer. The Resolution was approved by the Presiding Officer on November _____, 2016, and I have so recorded. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

In witness whereof, I have signed my name and affixed the seal of the Municipality hereto on November _____, 2016.

Clerk

[Seal]

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 122-16-17: Resolution authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone among the City of Sheboygan, Town of Sheboygan and Town of Wilson.

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

REPORT DATE: November 09, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: SS 66.0615
Municipal Code: Chapter 114

BACKGROUND / ANALYSIS:

Recent changes in the Wisconsin legislature under Act 55, removed the ability of a municipality to directly spend room tax revenue on tourism promotion and development, instead requiring revenues to be forwarded to a Room Tax Commission or to a qualifying tourism entity. The Room Tax Act also requires the development of a Tourism Zone made up of two or more municipalities that is a single destination as perceived by the traveling public. Therefore, the attached resolution and agreement have been provided to the Towns of Sheboygan and Wilson for adoption by their town boards in November as well.

STAFF COMMENTS:

Once the Tourism Commission and Tourism Zone are established, under the agreement the City of Sheboygan, the Town of Sheboygan and Town of Wilson will forward 70percent of their room tax revenues to the commission to be used for tourism promotion and development. The Tourism Commission will contract with the Sheboygan County Chamber of Commerce for tourism promotion services and support staff to promote the zone.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution No. 122-16-17 creating the Sheboygan Area Room Tax Commission and Tourism Zone and authorize city officials to sign the Room Tax Commission and Tourism Zone Agreement.

ATTACHMENTS:

- I. RES 122-16-17
- II. Room Tax Commission and Tourism Zone Agreement

III

Res. No. 122-16-17 . By Alderperson Donohue. November 7, 2016.

A RESOLUTION authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone among the City of Sheboygan, Town of Sheboygan and Town of Wilson.

WHEREAS, pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City"), the TOWN OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town") and the TOWN OF WILSON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Wilson"), collectively the "Municipalities", desire to enter into an Intergovernmental Agreement in order to jointly conduct tourism promotion and tourism development within the Municipalities; and,

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, and other persons furnishing accommodations (collectively "Operators") which are available to the public ("Room Tax") pursuant to §66.0615 Wis. Stats. ("Room Tax Act"); and,

WHEREAS, recent changes to the Room Tax Act removed the ability of a municipality to directly spend Room Tax revenues on tourism promotion and development, instead requiring such revenues be forwarded to a Room Tax Commission ("Commission") or to a qualifying tourism entity; and,

WHEREAS, the Room Tax Act also sets forth requirements relating to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development within an area ("Tourism Zone") made up of two or more municipalities that is a single destination as perceived by the traveling public; and,

WHEREAS, the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is perceived by the traveling public as a single destination and creation of a Tourism Zone representing said municipalities is needed to ensure the continued promotion of the Sheboygan area; and,

WHEREAS, it is in the best interest of the City of Sheboygan to participate in the creation of a Room Tax Commission for said Tourism Zone.

NOW, THEREFORE BE IT RESOLVED, that the City of Sheboygan does hereby acknowledge that the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is a Tourism Zone pursuant to the Room Tax Act; and,

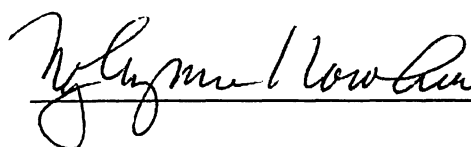
BE IT FURTHER RESOLVED, that the City of Sheboygan does hereby approve the creation of a Room Tax Commission in order to jointly conduct tourism promotion and tourism development within the Municipalities; and,

Finance

BE IT FURTHER RESOLVED, that the City of Sheboygan does hereby approve the attached Room Tax Commission and Tourism Zone Agreement ("Agreement") pursuant to the Intergovernmental Cooperation provisions of §66.0301, Wis. Stats. in form substantially similar to the documents attached hereto and incorporated herein by this reference; and,

BE IT FURTHER RESOLVED, that each party to the Agreement shall adopt the attached Model Room Tax Ordinance in order to ensure that the Agreement complies with the Room Tax Act; and,

BE IT FURTHER RESOLVED, that Sheboygan Area Room Tax Commission created by said Agreement shall continue in existence for as long as the municipalities continue to impose a Room Tax pursuant to §66.0615, Wis. Stats., and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto.



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

ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sheboygan"), the TOWN OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Sheboygan") and the TOWN OF WILSON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Wilson"), enter into this Room Tax Commission and Tourism Zone Agreement ("Agreement") on this, the ___ day of _____, 2016, for the purposes of coordinating the promotion and development of tourism within the Municipalities.

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, and other persons furnishing accommodations (collectively "Operators") which are available to the public ("Room Tax") pursuant to 66.0615 Wis. Stats. ("Room Tax Act"); and;

WHEREAS, the Room Tax Act sets forth requirements related to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development for a Zone using Room Tax revenues when two (2) or more municipalities are located in a Zone, as that term is defined in the Room Tax Act and the imposition of Room Tax within a Zone by the Municipalities; and

WHEREAS, the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is perceived by the traveling public as a single destination and the parties to this Agreement have acknowledged that the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is a Tourism Zone pursuant to the Room Tax Act; and,

WHEREAS, the Municipalities desire to enter into this Agreement in order to ensure uniformity in the collection and use of all Room Taxes collected in accordance with the Room Tax Act, create a Sheboygan Area Room Tax Commission ("Commission"), set ongoing procedural requirements for the Commission, and confirm the operations of the Commission are conducted in accordance with recent amendments to the Room Tax Act; and

WHEREAS, it is in the best interest of the parties to this agreement to participate in the creation of a Room Tax Commission for said Tourism Zone;

NOW THEREFORE, for valuable consideration and mutual benefit, the sufficiency of which is hereby acknowledged, it is agreed by the contracting municipalities as follows:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.
2. Confirmation of Tourism Zone. The geographic area encompassing the Municipalities is hereby confirmed to be a single destination as perceived by the

traveling public, and, therefore, a Tourism Zone, as that term is used in the Room Tax Act. It shall be referred to as the "Sheboygan Area Tourism Zone" ("Zone").

3. **Room Tax Commission.** The parties hereby create the "Sheboygan Area Room Tax Commission" ("Commission"), which shall be tasked with coordinating and promoting tourism and tourism development within the Zone and doing all other things necessary to accomplish its purposes as provided for by the Room Tax Act.
4. **Room Tax.** The Room Tax Act requires any Room Tax levied by a Municipality in the Zone be uniform. The parties hereby agree to levy a Room Tax of eight (8) percent. Additionally, the parties hereby agree to adopt a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A.
5. **Use of Room Tax Revenues.** Except as otherwise provided in this agreement, each Municipality shall collect and forward Room Tax collected to the Sheboygan Area Room Tax Commission or its designees or assigns, for the funding of the coordination of tourism promotion and tourism development activities for the Sheboygan Area Tourism Zone.
6. **Exception.** The existing agreement between the City of Sheboygan and Sheboygan Acquisitions, LLC (Blue Harbor Conference Center), utilizing revenues collected from a Room Tax imposed to pay debt service on bonds to finance the construction of the Blue Harbor Conference Center shall be excluded from the funds required to be paid to the Room Tax Commission until the bonds are due, effective November 1, 2018.
7. **Designation of Tourism Entity.** The parties hereby appoint the Sheboygan County Chamber of Commerce to act as the "Tourism Entity" pursuant to §66.0626(1)(f), Wis. Stats., for the purpose of providing staff, support services and assistance to the Commission in developing and implementing programs to promote the Zone to visitors. Said services and programs shall be fully set forth via an agreement between the Sheboygan Area Room Tourism Zone and the Sheboygan County Chamber of Commerce.
8. **Membership of Commission.** The membership, including the procedures related to confirmation of appointment, of the Commission shall be consistent with §66.0615(1m)(c), Wis. Stats., as follows:
 - a. **Members appointed by each municipality.** Each municipality shall on an annual basis appoint members as follows:
 1. Each municipality in which annual tax collections exceed \$1,000,000.00 shall appoint three members;

2. Each municipality in which annual tax collections exceed \$300,000 but are not more than \$1,000,000 shall appoint two members;
3. Each municipality in which annual tax collections are \$300,000 or less shall appoint one member.

The members appointed pursuant to this subsection shall be appointed by the principal elected official in the relevant Municipality and shall be confirmed by a majority vote of the member of the Municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.

- b. Members appointed by chairperson. Two additional members, representing the Sheboygan area hotel and motel industry, shall be appointed to the Commission by the chairperson of the commission. Said members shall serve one-year terms at the pleasure of the chairperson and may be reappointed.

9. Meetings and Appointment of officers. The members of the Commission shall meet regularly and shall, from among its members, elect a chairperson, vice chairperson and secretary.

10. Duties. The Commission shall have the following power, rights, and duties:

- a. The Commission shall monitor and receive Room Taxes from each Municipality within the Zone in accordance with the provisions of this resolution;
- b. The Commission shall contract with the Sheboygan County Chamber of Commerce to obtain staff, support services and assistance in developing and implementing programs to promote the Sheboygan Area Tourism Zone to visitors;
- c. The Commission shall report no less than annually regarding the expenditure of Room Tax revenue to each Municipality from which it receives Room Tax revenue, including setting forth the purposes for which the revenues were spent;
- d. The Commission shall report any delinquencies or inaccurate reporting it becomes aware of to the Municipality collecting the Room Tax;
- e. The Commission shall arrange to have each Municipality prepare similar forms for use by Operators in reporting and remitting quarterly Room Tax payments,

- f. **The Commission shall report to the participating municipalities the name of any municipality failing to make proper reports to the room tax commission and shall collect from any delinquent municipality those room taxes that such municipality has failed to turn over to the room tax commission;**
 - g. **The Commission shall make available financial records and meeting minutes for inspection and copying upon the request of any Municipality; and**
 - h. **The Commission may delegate or assign its powers, rights and duties hereunder as it deems necessary and prudent, so long as said delegation or assignment is lawful.**
- 11. **Open Meetings and Public Records. The Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws, as amended from time to time. Any contract entered into between the Sheboygan Area Room Tax Commission and the Sheboygan County Chamber of Commerce, shall require that all records and meetings of the commission, pursuant to or related to the performance of that contract, shall be subject to the Open Meetings of Governmental Bodies as well as the Public Records and Property law, respectively.**
- 12. **Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement, including but not limited to, a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A, and a joint resolution authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone, a copy of which is attached as Appendix B.**
- 13. **Authority. In signing this Agreement, the respective Municipalities represent and warrant that the terms herein have been approved by the legislative body of that Municipality and that appropriate authority rests in the signatories on behalf of the respective Municipalities.**
- 14. **Term. The Commission created herein, shall continue in existence for as long as the Municipalities continue to impose a Room Tax pursuant to §66.0615 Wis. Stats. and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto.**
- 15. **Effective Date. The effective date of this Agreement shall be the date upon which the last listed Municipality so enters.**

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

TOWN OF SHEBOYGAN, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

TOWN OF WILSON, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Pursuant to §66.0301, Wis. Stats., the CITY OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sheboygan"), the TOWN OF SHEBOYGAN, WISCONSIN, a body corporate and politic, with those powers granted by law ("Town of Sheboygan") and the TOWN OF WILSON, WISCONSIN, a body corporate and politic, with those powers granted by law ("Town of Wilson"), collectively referred to as the "Municipalities", enter into this Room Tax Commission and Tourism Zone Agreement ("Agreement") to be effective as of, the 1st day of January, 2017, for the purposes of coordinating the promotion and development of tourism within the Municipalities.

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, and other persons furnishing accommodations (collectively "Operators") which are available to the public ("Room Tax") pursuant to Section 66.0615 Wis. Stats. ("Room Tax Act"); and;

WHEREAS, the Room Tax Act sets forth requirements related to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development for a Zone using Room Tax revenues when two (2) or more municipalities are located in a Zone, as that term is defined in the Room Tax Act and the imposition of Room Tax within a Zone by the Municipalities; and

WHEREAS, the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is perceived by the traveling public as a single destination and the parties to this Agreement have acknowledged that the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is a Tourism Zone pursuant to the Room Tax Act; and,

WHEREAS, the Municipalities desire to enter into this Agreement in order to ensure uniformity in the collection and use of all Room Taxes collected in accordance with the Room Tax Act, create a Sheboygan Area Room Tax Commission ("Commission"), set ongoing procedural requirements for the Commission, and confirm the operations of the Commission are conducted in accordance with recent amendments to the Room Tax Act; and

WHEREAS, it is in the best interest of the parties to this agreement to participate in the creation of a Room Tax Commission for said Tourism Zone;

NOW THEREFORE, for valuable consideration and mutual benefit, the sufficiency of which is hereby acknowledged, it is agreed by the contracting municipalities as follows:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.
2. Confirmation of Tourism Zone. The geographic area encompassing the Municipalities is hereby confirmed to be a single destination as perceived by the

traveling public, and, therefore, a Tourism Zone, as that term is used in the Room Tax Act. It shall be referred to as the "Sheboygan Area Tourism Zone" ("Zone").

3. Room Tax Commission. The parties hereby create the "Sheboygan Area Room Tax Commission" ("Commission"), which shall be tasked with coordinating and promoting tourism and tourism development within the Zone and doing all other things necessary to accomplish its purposes as provided for by the Room Tax Act.
4. Room Tax. The Room Tax Act requires any Room Tax levied by a Municipality in the Zone be uniform. The parties hereby agree to levy a Room Tax of eight (8) percent. Additionally, the parties hereby agree to adopt a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A.
5. Use of Room Tax Revenues. Except as otherwise provided in this agreement, each Municipality shall collect and forward that portion of the Room Tax collected that must be spent on tourism promotion and tourism development as required by the Room Tax Act to the Sheboygan Area Room Tax Commission or its designees or assigns, for the funding of the coordination of tourism promotion and tourism development activities for the Sheboygan Area Tourism Zone.
6. Exception. The existing agreement between the City of Sheboygan and Sheboygan Acquisitions, LLC (Blue Harbor Conference Center), utilizing revenues collected from a Room Tax imposed to pay debt service on bonds to finance the construction of the Blue Harbor Conference Center shall be excluded from the funds required to be paid to the Room Tax Commission until the bonds are due, effective November 1, 2018.
7. Designation of Tourism Entity. The parties hereby appoint the Sheboygan County Chamber of Commerce to act as the "Tourism Entity" pursuant to §66.0615(1)(f), Wis. Stats., for the purpose of providing staff, support services and assistance to the Commission in developing and implementing programs to promote the Zone to visitors. Said services and programs shall be fully set forth via an agreement between the Commission and the Sheboygan County Chamber of Commerce.
8. Membership of Commission. The membership, including the procedures related to confirmation of appointment, of the Commission shall be consistent with §66.0615(1m)(c), Wis. Stats., as follows:
 - a. Members appointed by each municipality. Each municipality shall on an annual basis appoint members as follows:
 1. Each municipality in which annual tax collections exceed \$1,000,000.00 shall appoint three members;

2. Each municipality in which annual tax collections exceed \$300,000 but are not more than \$1,000,000 shall appoint two members;
3. Each municipality in which annual tax collections are \$300,000 or less shall appoint one member.

The members appointed pursuant to this subsection shall be appointed by the principal elected official in the relevant Municipality and shall be confirmed by a majority vote of the members of the Municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.

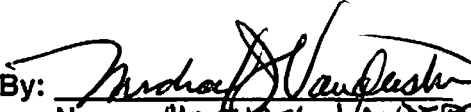
- b. Members appointed by chairperson. Two additional members, representing the Sheboygan area hotel and motel industry, shall be appointed to the Commission by the chairperson of the commission. Said members shall serve one-year terms at the pleasure of the chairperson and may be reappointed.
9. Meetings and Appointment of officers. The members of the Commission shall meet regularly and shall, from among its members, elect a chairperson, vice chairperson and secretary.
 10. Duties. The Commission shall have the following power, rights, and duties:
 - a. The Commission shall monitor and receive Room Taxes from each Municipality within the Zone in accordance with the provisions of this Agreement;
 - b. The Commission may contract with the Sheboygan County Chamber of Commerce to obtain staff, support services and assistance in developing and implementing programs to promote the Sheboygan Area Tourism Zone to visitors;
 - c. The Commission shall report no less than annually regarding the expenditure of Room Tax revenue to each Municipality from which it receives Room Tax revenue, including setting forth the purposes for which the revenues were spent;
 - d. The Commission shall report any delinquencies or inaccurate reporting it becomes aware of to the Municipality collecting the Room Tax;
 - e. The Commission shall arrange to have each Municipality prepare similar forms for use by Operators in reporting and remitting quarterly Room Tax payments,

- f. The Commission shall report to the participating municipalities the name of any municipality failing to make proper reports to the room tax commission and shall collect from any delinquent municipality those room taxes that such municipality has failed to turn over to the room tax commission;
 - g. The Commission shall make available financial records and meeting minutes for inspection and copying upon the request of any Municipality; and
 - h. The Commission may delegate or assign its powers, rights and duties hereunder as it deems necessary and prudent, so long as said delegation or assignment is lawful.
11. Open Meetings and Public Records. The Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws, as amended from time to time. Any contract entered into between the Sheboygan Area Room Tax Commission and the Sheboygan County Chamber of Commerce, shall require that all records and meetings of the commission, pursuant to or related to the performance of that contract, shall be subject to the Open Meetings of Governmental Bodies as well as the Public Records and Property law, respectively.
12. Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement, including but not limited to, a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A, and a joint resolution authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone, a copy of which is attached as Appendix B.
13. Authority. In signing this Agreement, the respective Municipalities represent and warrant that the terms herein have been approved by the legislative body of that Municipality and that appropriate authority rests in the signatories on behalf of the respective Municipalities.
14. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier of the following:
- a. The termination by the governing body of the imposition and collection of room tax by any party to this Agreement; or
 - b. Any change or amendment to the Room Tax Act by the Wisconsin legislature that would eliminate the need or authority for the Commission or this Agreement; or
 - c. The mutual agreement of the parties.

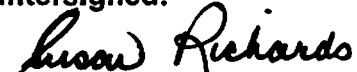
15. Effective Date. The effective date of this Agreement shall be the 1st day of January, 2017.

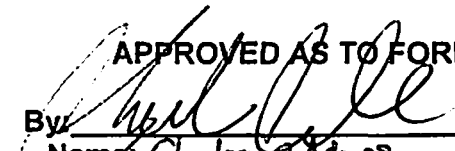
IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

CITY OF SHEBOYGAN, WISCONSIN

By: 
Name: MICHAEL VANDERSTEEN
Its: MAYOR

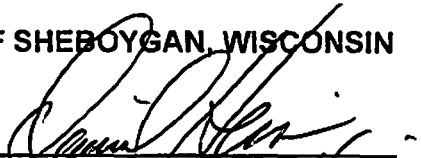
Countersigned:


Name: SUSAN RICHARDS
Its: CITY CLERK


APPROVED AS TO FORM:
By: 
Name: Charles E. Adams
Its: City Attorney

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

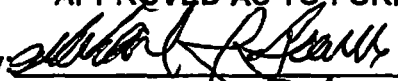
TOWN OF SHEBOYGAN, WISCONSIN

By: 
Name: DANIEL HEJN
Its: CHAIRPERSON

Countersigned:


Name: Cathy Conrad
Its: Town Clerk

APPROVED AS TO FORM:

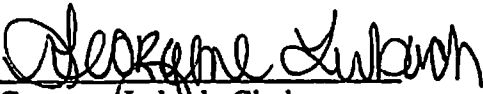
By: 
Name: MICHAEL J. BAUER
Its: Town Attorney

Adopted the 5th day of December, 2016.

TOWN OF WILSON

By: 
John Ehmann, Chairperson

Attest:


Georgene Lubach, Clerk

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: General Ordinance 28-16-17: Ordinance repealing and recreating Article II of Chapter 114 of the Municipal Code relating to rooms and lodgings.

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

REPORT DATE: November 10, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: SS 66.0615
Municipal Code: Chapter 114

BACKGROUND / ANALYSIS:

As part of the Sheboygan Area Room Tax Commission and Tourism Zone agreement, adopting a uniform room tax ordinance for the collection of room tax revenues in the City of Sheboygan, Town of Sheboygan and Town of Wilson is required. This revised ordinance replaces the current ordinance in the Municipal Code and adds necessary references to the Room Tax Commission and Tourism Zone. Another major change in this ordinance is language about requiring the City Clerk's Office to issue an operator permit for each place of business that is required to collect room tax.

STAFF COMMENTS:

The revised provisions included in this ordinance will provide consistently across the municipalities included in the Tourism Zone. The ordinance will also provide the municipalities with direction in collecting room tax revenues that is consistent within all municipalities in the zone.

ACTION REQUESTED:

Motion to recommend the Common Council approve General Ordinance 28-16-17 repealing and recreating Article II of Chapter 114 of the Municipal Code relating to rooms and lodgings.

ATTACHMENTS:

- I. General Ordinance No. 28-16-17.

~~IX~~

Other Matters

9.5

Gen. Ord. No. 28 - 16 - 17. By Alderperson Donohue. November 7, 2016.

AN ORDINANCE repealing and recreating Article II of Chapter 114 of the Municipal Code relating to Rooms or Lodgings.

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

Section 1. Article IV of Chapter 30 of the Municipal Code is hereby repealed and recreated to read as follows:

"ARTICLE II. - ROOMS OR LODGINGS

DIVISION 1. - GENERALLY

Sec. 114-36. - Definitions.

In addition to those terms defined in this Section, for the purpose of this article, the terms, phrases, words and their derivations shall have the meanings given in §66.0615, Wis. Stats., as amended.

Room tax means a tax imposed by this article on the privilege of furnishing, at retail (except sales for resale), rooms or lodging to transients by hotels and motels and other persons furnishing accommodations which are available to the public, including accommodations available or reserved through internet based networks (collectively, "Operators"), irrespective of whether membership is required for use of the accommodations, pursuant to the Room Tax Act.

Room Tax Act means §66.0615, Wis. Stats., as amended from time to time.

Room tax commission means shall mean the Room Tax Commission created by the municipalities within the Sheboygan Area Tourism Zone through that Room Tax Commission and Tourism Zone Agreement dated [**Clerk authorized to insert date**], 2016.

Zone shall have the meaning set forth in §66.0615(1)(h), Wis. Stats. and hall, for the purposes of this Article, shall refer to that geographic area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson. The term "zone" as used in this article, is deemed to be a single destination as perceived by the traveling public.

Sec. 114-37. - Imposition of rooms or lodging tax; rate.

Final

Pursuant to the Room Tax Act, there is hereby imposed upon the privilege of furnishing, at retail (except sales for resale) rooms or lodging to transients by hotels and motels and other persons furnishing accommodations that are available to the public, including accommodations available or reserved through internet based networks, except private residential properties, irrespective of whether membership is required for use of the accommodations, within the City. Any tax imposed under this section is not subject to the selective sales tax imposed by §77.52(2)(a)(1), Wis. Stats., and may not be imposed on sales to the federal government and persons listed under W.S.A., §77.54(9a), Wis. Stats. Such Room Tax shall be imposed at the total rate of eight percent (8%) on the gross receipts from such retail furnishing of rooms or lodgings within the City. Operators shall remit all collected Room Tax revenues to the finance director/treasure in accordance with the requirements of this Ordinance and the Room Tax Act. The proceeds shall then be paid to the Room tax commission or its designees or assigns, unless otherwise indicated herein, to be used for purposes of coordinating tourism promotion and tourism development within the Zone.

Sec. 114-38. - Quarterly collection of tax.

- (a) This section shall be administered by the finance director/treasure. The tax imposed for each calendar quarter is due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the finance director/treasure by those furnishing at retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the finance director/treasure deems necessary, provided it is directly related to the tax.
- (b) Every person required to file such quarterly returns shall also file an annual calendar year return which shall be filed within 90 days of the close of each calendar year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain certain such additional information as the finance director/treasure requires, provided it is directly related to the tax. Such annual returns shall be made on forms prescribed by the finance director/treasure. All annual returns shall be signed by the person required to file a return, or his duly authorized agent, but need not be verified by oath.

Sec. 114-39. - Permit Required.

- a) Every Operator under this Article shall file with the finance director/treasure an application for a permit for each place of business that is required to collect Room Tax hereunder. Every application for a permit shall be made upon a form prescribed by the City and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business, and such other information as the City requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the City an initial fee of twenty dollars (\$20.00), and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.
- b) After compliance with subsection (a), the city clerk shall issue a separate permit to each applicant for each place of business within the City. Such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. The city clerk shall issue the permit no later than 45 days after application. If the application for a permit is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon. If the applicant desires a public hearing, he shall file a written request therefor with the city clerk. The Law & Licensing Committee of the common council shall hold a public hearing thereon no later than 30 days following filing of the request for hearing.
- c) Suspension/revocation
 - 1) Any permit issued under this article may be suspended or revoked by the common council for a violation of any provision of this article. The permittee shall be given notice of the reasons for the suspension or revocation and opportunity to be heard before the Law & Licensing Committee of the common council for the purpose of determining whether such suspension shall be imposed or whether the permit shall be revoked. Upon sworn, written complaint of the finance director/treasure filed with the city clerk's office alleging that a person holding a permit under this article has violated this article, the common council shall issue a summons signed by the clerk and directed to any peace officer in the City. The summons shall command the permittee complained of to appear before the Law & Licensing Committee of the common council on a day and place named in the summons, not less than three days and not more than ten days from the date of

issuance, and show cause why his or her permit should not be revoked or suspended. The summons and a copy of the complaint shall be served on the permittee at least three days before the time at which the permittee is commanded to appear. Service shall be in the manner provided under Chapter 801 of the Wisconsin Statutes for service in civil actions in circuit court.

- 2) If the permittee does not appear as required by the summons, the allegations of the complaint shall be taken as true; and if the [common council or a designated committee of the council] finds the allegations sufficient, the permit shall be revoked. The city clerk shall give notice of the revocation to the person whose permit is revoked. If the permittee appears as required by the summons and denies the complaint, both the complainant and the permittee may produce witnesses, cross examine witnesses and be represented by counsel. The permittee shall be provided a written transcript of the hearing at his expense, upon request. If, upon the hearing, the Law & Licensing Committee of the common council finds the complaint to be true, the permit shall either be suspended or revoked. The city clerk shall give notice of the suspension or revocation to the person whose permit is suspended or revoked. If the Law & Licensing Committee of the common council finds the complaint untrue, the proceeding shall be dismissed without cost to the accused. Upon suspension or revocation, the permittee shall surrender his permit to the city clerk's office.
- 3) The city clerk shall not issue a new permit in any of the following circumstances:
 - a) during any period of suspension.
 - b) during the term of any permit that has been revoked.
 - c) to any applicant who is in non-compliance with any of the terms of this article.

Sec. 114-40. - Tax liability on transfer of business.

If any person liable for any amount of tax under this article sells their business or stock of goods or quits the business, their successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the finance director/treasure that it has been paid or a certificate stating that no amount is due. If a person subject to the tax imposed by this article fails to withhold such amount of tax from the purchase price as required,

that person shall become personally liable for payment of the amount required to be withheld to the extent of the price of the accommodations valued in money.

Sec. 114-41. - Determination of tax.

If a person required to make a return under this Article fails, neglects, or refuses to do so, the finance director/treasure may determine the tax due under this Article according to his or her best judgment and may require that person to pay the amount of taxes the finance director/treasure determines to be due plus interest at the rate of 1% per month on the unpaid balance. No refund or modification of the payment determined may be granted until the person files a correct room tax return and permits the City to inspect and audit his or her financial records

Sec. 114-42. - Audits; Failure to comply with request to audit.

If the City has probable cause to believe that the correct amount of room tax has not been assessed by any person or that any person's tax return is not correct, the finance director/treasure may inspect and audit the financial records of that person pertaining to the furnishing of accommodations to determine whether the correct amount of room tax is assessed and whether any room tax return is correct. If a person fails to comply with a request by the finance director/treasure to inspect and audit financial records pursuant to this article, that person shall be subject to a forfeiture of five percent of the tax due, together with the costs of prosecution.

Sec. 114-43. - Delinquent Tax Returns.

Delinquent tax returns shall be subject to a \$25 late filing fee. The tax imposed by this Article is delinquent if not paid on the last day of the month succeeding the calendar quarter for which the tax was imposed.

Sec. 114-44. - Interest on unpaid taxes.

All unpaid taxes under this article shall bear interest at the rate of one percent per month from the due date of the return until the first day of the month following the month in which the tax was paid.

Sec. 114-45. - Failure to pay tax.

Any person who fails to pay the room tax prescribed by this article shall be subject to a forfeiture of not less than 15 percent or more than 25 percent of the tax due, together with the costs of prosecution.

Sec. 114-46. - Fraudulent tax returns.

If a person files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this article, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.

Sec. 114-47. - General Penalty.

Any violation of, or noncompliance with, any of the provisions of this article for which a penalty has not been prescribed in this section shall subject the violator to a forfeiture of not less than \$100.00, or more than \$500.00. Any party deemed to have violated any of the provisions of this Article shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this Article. The City may revoke or suspend any permit issued hereunder for failure to comply with the provisions hereof.

Sec. 114-48. - Security.

If any person fails to timely file a return, as required by this article, or fails to timely pay his tax liability as required by this article, the finance director/treasure may require such person to place security, not to exceed \$5,000.00 with the City.

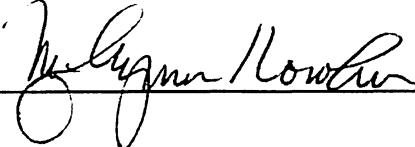
Sec. 114-49. - Records to be maintained.

Every person liable for the tax imposed by this article shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the finance director/treasure requires.

Sec. 114-50. - Confidentiality of records.

To the extent permitted under the law, the information provided to the City under §66.0615(2), Wis. Stats., shall remain confidential; provided, however, that the City or any employee thereof may use such information in the discharge of duties imposed by law or of the duties of their office or by order of a court. Persons violating the provisions of this section may be required to forfeit not less than \$100 nor more than \$500."

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 114-16-17 is a claim from Kathleen Doyle for alleged damages to her residence.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: November 4, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on September 6, 2016. The claim is for \$500.00 in alleged damages to Kathleen Doyle's residence from sewer jetting.

STAFF COMMENTS:

City Staff has reviewed the claim.

ACTION REQUESTED:

Staff recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 114-16-17

II

3.6

R. O. No. 114 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a claim from Kathleen Doyle for alleged damages to her bathroom when sewer water was force up through her toilet and sprayed her bathroom.

Finance

City Clerk

DATE RECEIVED 9-16-16

RECEIVED BY MMI

CLAIM NO. 12-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 6 '16 AM 10:06

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: Kathleen Doyle
2. Home address of Claimant: 327 Niagara Ave
3. Home phone number: 920 889 7604
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) Aug 1, 2016 "early" morning

6. Where did damage or injury occur? (give full description) My home - in my bathroom. Sewer water forcefully sprayed up out of my toilet into my bathroom.

7. How did damage or injury occur? (give full description) I was (after I called the city) told that the 'city' truck was in my neighborhood & had out pressure into the sewer.

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

Clark came to my home AFTER the incident occurred.

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

(b) Claimant's statement of the basis of such liability: When I called the city immediately after this occurrence, a man (employee) told me how it had occurred.

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: NA

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

10. 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").

shower curtain, toilet seat and cover, towel(s), cotton rug, ...

11. Name and address of any other person injured.

The "owner" of this house said "the problem with the sewer backing up was the public works dept. Talk to them not me."

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

Auto: \$ _____
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 500.00

I had to change my days plans and **STAY** home to "immediately clean up sewer discharge (in my home!)"

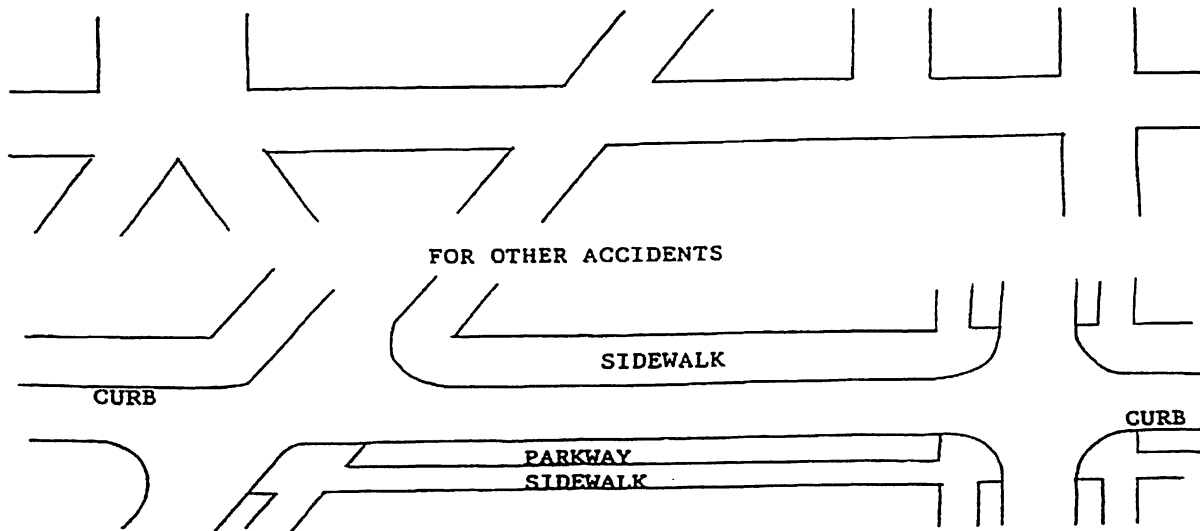
Damaged vehicle (if applicable)

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

Kathleen Boyle

DATE

Sept 3 2016

DATE RECEIVED 4-6-16

RECEIVED BY MMD

CLAIM NO. 12-16

Kathleen CLAIM

Claimant's Name: Doyle Auto \$ _____

Claimant's Address: 327 Niagara Ave Property \$ _____

Sheboygan, WI Personal Injury \$ _____

Claimant's Phone No. 920 889 7604 Other (Specify below) \$ _____

TOTAL \$ \$500.

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 \$ 500.00

In addition to the personal property, my time, the STINK (even in my kitchen), the clean up, the cleaning supplies (and disinfectant) I received extremely bad CO operation from a number of city employees! I was promised the city would call the water utility re: my water sewer bill. I waited for return calls

SIGNED Kathleen Doyle DATE: Sept 3, 2016

ADDRESS: 327 Niagara Ave - Sheboygan

that NEVER came! I was FORCED to PAY a large outstanding SEWER Bill even after forceful sewer water scrawled from the toilet into the drain!

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 128-16-17 is a claim from Tomas and Olivia Aguillon for alleged damages to their residence.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: November 4, 2016

MEETING DATE: November 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on September 19, 2016. The claim is for \$210.00 in alleged damages to the Aguillon's residence from a sewer water backup in basement.

STAFF COMMENTS:

City Staff has reviewed the claim.

ACTION REQUESTED:

Staff recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 128-16-17

II

4.4

R. O. No. 128 - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a claim from Tomas and Olivia Aguillon for alleged damages to their basement when water came in through the sewer.

Finance

City Clerk

DATE RECEIVED 9-19-16

RECEIVED BY MD.

CLAIM NO. 14-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 19 '16 PM 3:39

- 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: Tomas & Olivia Aguilon
- 2. Home address of Claimant: 1912 Custer Ave Sheboygan WI 53081
- 3. Home phone number: (920) 694-1323
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 9/9/16

6. Where did damage or injury occur? (give full description) Basement

7. How did damage or injury occur? (give full description) Water came in the basement through the Sewer.

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: Yes damage on walls from flooding water.

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



10. 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").

Water left a ring around the walls of basement.

11. Name and address of any other person injured: 0

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

Auto: \$ 0
 Property: \$ 210.⁰⁰ Receipt Given
 Personal injury: \$ 0
 Other: (Specify below) \$ 0

TOTAL \$ _____

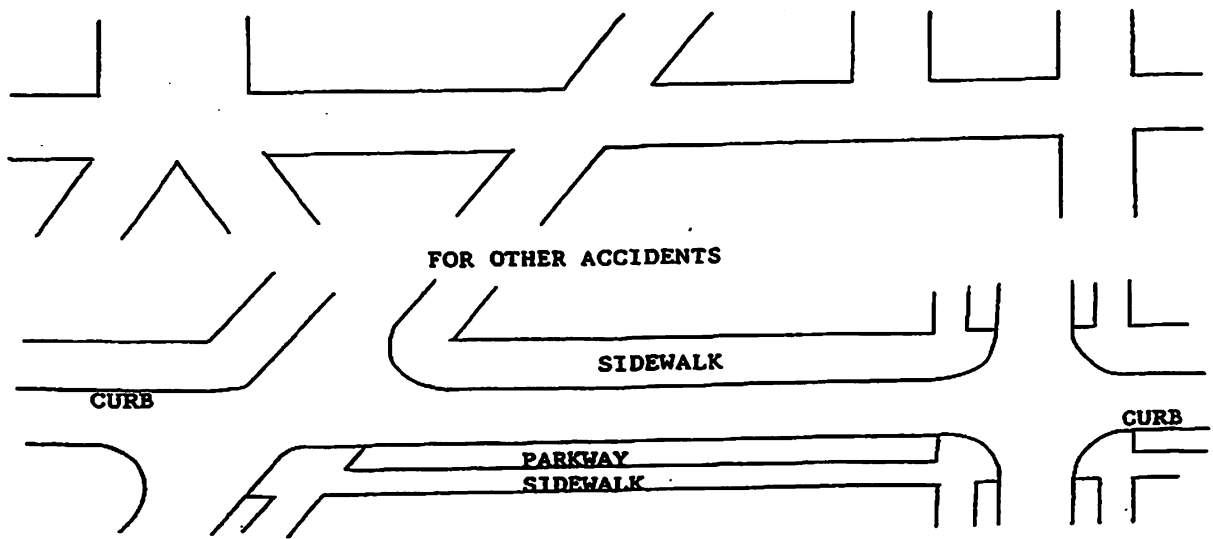
Damaged vehicle (if applicable)

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

9-19-16

RECEIVED BY

MD

CLAIM NO.

14-16

CLAIM

Claimant's Name:

Olivia Aguillon

Auto

\$

0

Claimant's Address:

1912 Custer Ave
Sheboygan WI 53081

Property

\$

210.00

Claimant's Phone No.

920-694-1323

Personal Injury

\$

0

Other (Specify below)

\$

0

TOTAL

\$

210.00

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 \$ 210.00.

SIGNED

Tomás Aguillon Olivia Aguillon

DATE:

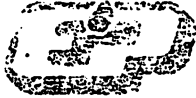
9-18-16

ADDRESS:

1912 Custer Ave.

Sheboygan WI. 53081

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



**EDGEWATER
PLUMBING**

1416 Kentucky Avenue
Sheboygan, WI 53081
920-452-7586

NAME <i>Olivia Auguston</i>		DATE <i>9/9/16</i>
ADDRESS <i>197 Sunset Ave</i>		
PHONE <i>920-452-7586</i>		

SOLD BY	CASH <input checked="" type="checkbox"/>	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.
---------	--	--------	--------	----------	-------------

QTY.	DESCRIPTION	AMOUNT
<i>1.0</i>	<i>Main Cable</i>	<i>125.00</i>
<i>1.0</i>	<i>85 min hour</i>	<i>+85.00</i>
		<i>210.00</i>

(Jeremiah) Owner
paid in full
check # 3044
paid out 100
to city man
city man backed up
Armando 920-334-5524

RECEIVED BY <i>Armando</i>	TOTAL \$ <i>210.00</i>
-------------------------------	------------------------

4838

THANK YOU

All claims and returned goods MUST be accompanied by this bill.



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3])		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non - recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non - recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.
7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim If Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

State Farm

AGUILLON, OLIVIA

49-969S-150

Insured: AGUILLON, OLIVIA
 Property: 1912 Custer Ave
 Sheboygan, WI 53081-6130
 Home: 920-694-1323
 Cellular: 920-698-0613
 Type of Loss: Backup of Sewer or Drain
 Deductible: \$1,325.00
 Date of Loss: 9/9/2016

Estimate: 49-969S-150
 Claim Number: 49969S150
 Policy Number: 49-EY-2036-0
 Price List: WIAP28_SEP16
 Restoration/Service/Remodel

Summary for Coverage A - Dwelling - 47 Sewer and Drain Loss

Line Item Total	3,435.10
Material Sales Tax	6.15
Services Mat'l Tax	1.45
Subtotal	3,442.70
General Contractor Overhead	344.31
General Contractor Profit	344.31
Service Sales Tax	140.30
Replacement Cost Value (Including General Contractor Overhead and Profit)	4,271.62
Less Depreciation (Including Taxes)	(3.50)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(0.70)
Less Deductible	(1,325.00)
Net Actual Cash Value Payment	\$2,942.42

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	3.50
General Contractor O&P on Depreciation	0.70
Replacement Cost Benefits	4.20
Total Maximum Additional Amount Available If Incurred	4.20
Total Amount of Claim If Incurred	\$2,946.62

 Dean, Sue
 844-458-4300

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

Please be advised any legal action concerning this claim must be initiated within 1 year from the date of loss.

The estimate includes labor and equipment to mitigate the water damage to your property. A Water Mitigation Company is recommended to assist in the mitigation of your damage. Should you choose to solicit the service of a Water Mitigation Company, the related mitigation labor and equipment in this estimate is to be applied toward their services. Any additional charges should be submitted to State Farm for review.

Explanation of Building Replacement Cost Benefits
Homeowner Policy
Coverage A - Dwelling - 47 Sewer and Drain Loss

To: Name: AGUILLON, OLIVIA
Address: 1912 Custer Ave
City: Sheboygan
State/Zip: WI, 53081-6130

Insured: AGUILLON, OLIVIA
Date of Loss: 9/9/2016

Claim Number: 49969S150
Cause of Loss: DRAIN BCK

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

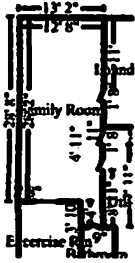
Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$4,271.62 . The enclosed claim payment to you of \$2,942.42 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 4.20 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Main Level



Family Room

Height: 7'

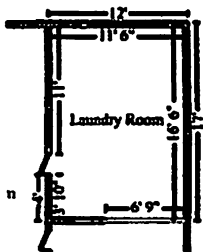
607.11 SF Walls	369.11 SF Ceiling
976.22 SF Walls & Ceiling	369.11 SF Floor
89.67 LF Ceil. Perimeter	86.58 LF Floor Perimeter

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into EXERCISE_RM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
53. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44
54. Dehumidifier (per 24 hour period) - No monitoring							
3.00 EA	54.57	9.83	32.74	206.28			206.28
1. Content Manipulation charge - per hour							
3.00 HR	34.50	0.00	20.70	124.20			124.20
17. Water extraction from hard surface floor - Cat 3 water							
369.11 SF	0.69	15.28	50.94	320.91			320.91
9. Apply anti-microbial agent							
369.11 SF	0.20	5.01	14.88	93.71			93.71
16. Clean baseboard							
86.58 LF	0.22	1.14	3.82	24.01			24.01
7. Clean floor							
369.11 SF	0.26	5.76	19.20	120.93			120.93
Totals: Family Room		55.28	203.14	1,273.48		0.00	1,273.48



Laundry Room

Height: 7'

347.00 SF Walls	189.75 SF Ceiling
536.75 SF Walls & Ceiling	189.75 SF Floor
56.00 LF Ceil. Perimeter	49.25 LF Floor Perimeter

Missing Wall - Goes to Floor

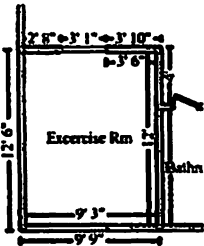
6' 9" X 6' 8"

Opens into UTILITY_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
55. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
38. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80

CONTINUED - Laundry Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
39. Water extraction from hard surface floor - Cat 3 water							
189.75 SF	0.69	7.86	26.18	164.97			164.97
40. Apply anti-microbial agent							
189.75 SF	0.20	2.57	7.66	48.18			48.18
41. Clean floor							
189.75 SF	0.26	2.96	9.86	62.16			62.16
Totals: Laundry Room		22.52	87.94	549.84		0.00	549.84



Exercise Rm

Height: 7'

276.94 SF Walls	111.00 SF Ceiling
387.94 SF Walls & Ceiling	111.00 SF Floor
42.50 LF Ceil. Perimeter	39.42 LF Floor Perimeter

Missing Wall - Goes to Floor

3' 1" X 6' 8"

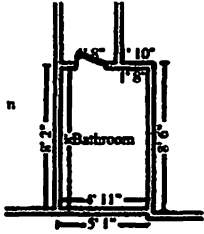
Opens into FAMILY_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
56. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
22. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80
23. Water extraction from hard surface floor - Cat 3 water							
111.00 SF	0.69	4.60	15.32	96.51			96.51
24. Clean floor							
111.00 SF	0.26	1.73	5.78	36.37			36.37
25. Apply anti-microbial agent							
111.00 SF	0.20	1.51	4.48	28.19			28.19
26. Clean baseboard							
39.42 LF	0.22	0.52	1.74	10.93			10.93
Totals: Exercise Rm		17.49	71.56	446.53		0.00	446.53

State Farm

AGUILLON, OLIVIA

49-969S-150



Bathroom

Height: 7'

180.83 SF Walls	39.33 SF Ceiling
220.17 SF Walls & Ceiling	39.33 SF Floor
25.83 LF Ceil. Perimeter	25.83 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
57. Air mover (per 24 hour period) - No monitoring							
3.00 EA	25.36	4.56	15.22	95.86			95.86
28. Water extraction from hard surface floor - Cat 3 water							
39.33 SF	0.69	1.63	5.42	34.19			34.19
29. Clean floor							
39.33 SF	0.26	0.61	2.04	12.88			12.88
30. Apply anti-microbial agent							
39.33 SF	0.20	0.54	1.60	10.01			10.01
31. Clean baseboard							
20.83 LF	0.22	0.28	0.92	5.78			5.78
32. R&R Toe kick - pre-finished wood - 1/2"							
2.50 LF	9.04	0.55	4.66	27.81	5/50 yrs Avg.	(2.81) 10.00%	25.00
35. Stain & finish toe-kick							
2.50 LF	0.93	0.02	0.46	2.81	5/15 yrs Avg.	(0.95) 33.33%	1.86
Totals: Bathroom		8.19	30.32	189.34		3.76	185.58



Utility Room

Height: 7'

450.83 SF Walls	259.31 SF Ceiling
710.14 SF Walls & Ceiling	259.31 SF Floor
70.83 LF Ceil. Perimeter	64.08 LF Floor Perimeter

Missing Wall - Goes to Floor 6' 9" X 6' 8" Opens into LAUNDRY_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
42. Content Manipulation charge - per hour							
4.00 HR	34.50	0.00	27.60	165.60			165.60
58. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44

State Farm

AGUILLON, OLIVIA

49-969S-150

CONTINUED - Utility Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
43. Water extraction from hard surface floor - Cat 3 water							
259.31 SF	0.69	10.74	35.78	225.44			225.44
44. Apply anti-microbial agent							
259.31 SF	0.20	3.52	10.46	65.84			65.84
45. Clean floor							
259.31 SF	0.26	4.04	13.48	84.94			84.94
48. Paneling							
140.00 SF	1.82	4.62	51.88	311.30			311.30
46. Remove Paneling							
140.00 SF	0.24	0.00	6.72	40.32			40.32
<i>Includes: Paneling, construction adhesive, finish nails, and installation labor.</i>							
49. R&R Baseboard - 2 1/4"							
24.00 LF	2.32	0.96	11.34	67.98	1/150 yrs Avg.	(0.44) 0.67%	67.54
<i>Includes: Baseboard, finish nails, and installation labor. Labor cost to remove baseboard and to discard in a job-site waste receptacle.</i>							
59. Haul debris - per pickup truck load - including dump fees							
1.00 EA	110.32	0.00	22.06	132.38			132.38
Totals: Utility Room		42.14	240.18	1,477.24		0.44	1,476.80
Area Totals: Main Level							
1,862.72 SF Walls			968.50 SF Ceiling			2,831.22 SF Walls and Ceiling	
968.50 SF Floor			1,038.61 Total Area			265.17 LF Floor Perimeter	
968.50 Floor Area			133.17 Exterior Perimeter of Walls			284.83 LF Ceil. Perimeter	
1,065.33 Exterior Wall Area						1,862.72 Interior Wall Area	
Total: Main Level		145.62	633.14	3,936.43		4.20	3,932.23

Labor Minimums Applied

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 21. Cleaning labor minimum							
1.00 EA	37.93	2.28	7.58	47.79			47.79
* 34. Cabinetry labor minimum							
1.00 EA	118.26	0.00	23.66	141.92			141.92
* 37. Painting labor minimum							
1.00 EA	121.24	0.00	24.24	145.48			145.48
Totals: Labor Minimums Applied		2.28	55.48	335.19		0.00	335.19

State Farm

AGUILLON, OLIVIA

49-969S-150

Line Item Totals: 49-969S-150

147.90

688.62

4,271.62

4.20

4,267.42

Grand Total Areas:

1,862.72 SF Walls

968.50 SF Ceiling

2,831.22 SF Walls and Ceiling

968.50 SF Floor

265.17 LF Floor Perimeter

284.83 LF Ceil. Perimeter

968.50 Floor Area

1,038.61 Total Area

1,862.72 Interior Wall Area

1,065.33 Exterior Wall Area

133.17 Exterior Perimeter of
Walls