



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Tuesday, March 14, 2023
Starting Time: 6:30 p.m.
CHAIR: Mr. Santino Laster

NOTE: This meeting will be held in the Boardroom

**Starting/ending times may vary*

The Committee of the Whole meeting will be held in the Board of Education meeting room, 3330 Stahl road, Sheboygan, Wisconsin on **Tuesday, March 14, 2023, at 6:30 p.m.** The following items will be presented for consideration at that time:

Please note that some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via phone connection by calling 1-312-626-6799 with meeting ID: 878 5229 0485 and Passcode: 556367 or <https://us06web.zoom.us/j/87852290485?pwd=S084N1ZCSmFIdkhGZEcrZkV3ZEEx3QT09> or via livestream <https://www.youtube.com/user/SheboyganSchools> at the scheduled meeting time.

**REPORT TO THE COMMITTEE OF THE WHOLE
AGENDA**

1. **CALL TO ORDER** (Vice President)
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF THE AGENDA** (Action)
4. **ROLL CALL** (Informal)
- 10 min. 5. **AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH FROEDTERT HEALTH, INC. – Mr. Seth Harvatine/Mr. Mark Boehlke** (Discussion/Possible Action)

The administration recommends the Board approve the Amendment to the existing Purchase and Sale Agreement between the Sheboygan Area School District and Froedtert Health, Inc. The amendment would extend the due diligence period of the agreement in order to complete additional site work. The project has been approved by the City Plan Commission and is now moving on to the City Council.

6. **Adjourn** (Action)

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made and entered into as of March 7, 2023 (the “Effective Date”) by and between FROEDTERT HEALTH, INC. (“Buyer”) and SHEBOYGAN AREA SCHOOL DISTRICT (“Seller”).

RECITALS

WHEREAS, Buyer and Seller are parties under that certain Purchase and Sale Agreement dated April 29, 2022 (the “Agreement”), as affected by certain correspondence from Buyer to Seller dated November 16, 2022 (the “First Extension Notice”) and certain correspondence from Buyer to Seller dated January 20, 2023 (the “Second Extension Notice”) for the purchase and sale of ±25.4 acres of certain real property identified as tax key number 59281631481 and located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, as more particularly described in the Agreement.

WHEREAS, pursuant to the Second Extension Notice, the current deadline for the Due Diligence Period is **Monday, March 27, 2023 at 11:59 p.m. Central Standard Time.**

WHEREAS, Buyer and Seller now wish to amend the Agreement as set forth below.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Recitals; Capitalized Terms.** The parties hereto agree that the foregoing Recitals are true and accurate, and are incorporated into the Agreements section of this Amendment by this reference. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Due Diligence Date Extension.** The deadline for the Due Diligence Period is hereby extended from date **Monday, March 27, 2023 at 11:59 p.m. Central Standard Time** to **Monday, September 25, 2023 at 11:59 p.m. Central Standard Time.**
3. **Additional Earnest Money Deposit.** As consideration for this Amendment, Buyer shall deposit with the Title Company within five (5) business days after the Effective Date an additional earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00), which shall be considered part of the Deposit under the Agreement and shall be *non-refundable* to Buyer, except as otherwise set forth in the Agreement.
4. **Successors and Assigns.** All of the grants, covenants, terms and provisions of this Amendment shall be binding upon and insure to the benefit of the successors and assigns of Seller and Buyer.
5. **Miscellaneous.** Except as otherwise expressly modified herein, the Agreement shall continue in full force and effect. The headings in this Amendment are for reference and convenience only and do not constitute a substantive part of this Amendment. In the event of any inconsistency or conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Electronic “PDF” signatures of this Amendment shall be treated as original signatures and given full force and effect.

[Rest of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

BUYER:

FROEDTERT HEALTH, INC.,
a Wisconsin non-stock corporation

By: _____

Name: _____

Title: _____

SELLER:

SHEBOYGAN AREA SCHOOL DISTRICT

By: _____

Name: _____

Title: _____