

## WETLAND CREDIT AGREEMENT

**THIS WETLAND CREDIT AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (the “Effective Date”) by and between **SHEBOYGAN COUNTY** (hereinafter referred to as “Seller”) and **CITY OF SHEBOYGAN** (hereinafter referred to as “Purchaser”);

### RECITALS

**WHEREAS**, Purchaser has applied to the U. S. Army Corps of Engineers (“USACOE”) and/or the Wisconsin Department of Natural Resources (“WDNR”) for a permit to allow for the permanent discharge of fill material for a new subdivision in the City of Sheboygan, Wisconsin Project ((6,988 sq ft x 1.2:1 ratio)/43,560) = 0.19 Wet Meadow Wetland Credits), in Sheboygan County, Wisconsin (hereinafter referred to as “Project”). The Project Numbers assigned by the USACE and/or WDNR are MVP-2022-00105-ALH and EXE-SE-2024-60-03417 respectively; and

**WHEREAS**, as a condition to the issuance of a permit by the USACE and/or WDNR, Purchaser is required to compensate for said wetland impacts, and elects to do so through the purchase of wetland credits in the Seller’s Amsterdam Dunes Wetland Mitigation Bank (“Wetland Bank”); and

**WHEREAS**, the USACE and/or WDNR have determined that Purchaser shall be required to purchase a total of 0.19 wet meadow credits due to the proposed impacts resulting from the development of the Project;

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

- 1) **RECITALS**: The recitals are hereby incorporated herein by this reference.
- 2) **COMPENSATION**: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of Thirteen Thousand Three Hundred dollars (\$13,300 hereinafter referred to as the “Purchase Price”) for 0.19 Wet Meadow Wetland Credits in the Wetland Bank. The Purchase Price shall be paid in the following manner:
  - a) **PAYMENT OF PURCHASE PRICE**: Within thirty (30) days of the execution of this Agreement, Purchaser shall pay Seller the Purchase Price as stated herein, or \$13,300. All payments hereunder shall be made to SHEBOYGAN COUNTY TREASURER. Upon payment of the Purchase

Price, Seller shall notify the USACE and WDNR that Purchaser has secured 0.19 acres of Wet Meadow Wetland Credits from the Wetland Bank.

- b) **INCREASE OR DECREASE IN REQUIRED AMOUNT OF CREDITS:** Should the wetland credits required by the USACE and WDNR be increased or decreased from the time of Agreement execution to the time Purchase Price has been paid, the Agreement shall be modified to reflect an adjusted Purchase Price based on the same price per acre as originally set out in this Agreement, if Seller has such credits available.

3) **SELLER'S PERFORMANCE INDEMNITY:** In consideration of the Purchase Price, Seller affirms that it has sufficient wetland credits in the Wetland Bank to satisfy the wetland credits required by Purchaser and hereby does sell such credits to Purchaser. Purchaser shall have no obligation to perform any of the responsibilities of the Seller, or satisfy any other obligations of Seller now or hereafter as set forth by the USACE or WDNR in the development and maintenance of the Wetland Bank.

4) **NOTICES:** Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by facsimile to the parties hereto as follows:

If to Seller:                    Sheboygan County Planning and Conservation Department  
    Attn: Planning Director  
    508 New York Avenue  
    Sheboygan, WI 53081  
    Phone: (920) 459-3060

If to Purchaser:                City of Sheboygan  
    Attn: Kevin Jump, City Engineer  
    2026 New Jersey Avenue  
    Sheboygan, WI 53081  
    Phone: 920-459-3440

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by First Class United States mail, return receipt requested, shall be effective as of the third business day following its posting, and any notice given pursuant hereto by facsimile shall be effective as of receipt of a confirmation by the sending party.

5) **PRIOR AGREEMENTS:** This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Seller and Purchaser.

6) **APPLICABLE LAW AND VENUE:** Sellers and Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the state of Wisconsin and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Any action to enforce the terms of this Agreement shall be brought in Sheboygan County, Wisconsin.

7) **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Purchaser, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**PURCHASER:**

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

# AFFIDAVIT OF CREDIT PURCHASE - Amsterdam Dunes Mitigation Bank

Applicant Information	
Name:	City of Sheboygan
Address:	2026 New Jersey Avenue, Sheboygan, WI 53081
Phone:	920-459-3440
Contact Name/Number:	Kevin Jump, 920-459-3440
Project Summary	
Brief Project Description	Permanent discharge of fill material for a new subdivision in the City of Sheboygan
Acres of Wetland Impact by Wetland Cover Type	0.19 Wet Meadow Acres
Permit numbers from all agencies requiring mitigation	MVP-2022-00105-ALH and EXE-SE-2024-60-03417
Location of Wetland Impacted	
County	Sheboygan
BSA	NW Lake Michigan
Latitude/Longitude	Lat 43.691, Long -87.736
Township/Range & 1/4-1/4 Section	Section 10, Town 14N, Range 23E
Compensation Details	
Replacement Ratio by wetland cover type	16,988 sq ft - 10,000 sq ft (non-fed reduction) = 6,988 sq ft 6,988 sq ft x 1.2:1 ratio = 8,385.6 sq ft 8,385.6 sq ft/43,560 sq ft = 0.19 mitigation credits required
Number of credits of each wetland cover type being purchased	0.19 Wet Meadow Credits

1. I certify the City of Sheboygan has purchased 0.19 wetland compensatory mitigation credits from the Amsterdam Dunes Wetland Mitigation Bank.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

2. I certify that the Amsterdam Dunes Wetland Mitigation Bank has sold 0.19 wetland compensatory mitigation credits to City of Sheboygan and that such debit has been noted in the bank's accounting system.

\_\_\_\_\_  
Bank Sponsor Signature

\_\_\_\_\_  
Date