

III

Res. No. 148 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
March 6, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a License Agreement and Addendum with the Sheboygan County Register of Deeds regarding online access to real estate records maintained in the Register of Deeds Office.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately due to the fact that the City of Sheboygan will lose access to these online real estate records effective March 31, 2023 if the signed License Agreement is not submitted by the March 10, 2023 deadline imposed by the County of Sheboygan.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Development and Planning is hereby authorized to execute the License Agreement and Addendum with the Sheboygan County Register of Deeds, copies of which are attached hereto.

*Suspend Rules  
Adopt Res*

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

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

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is hereby entered into this 6<sup>th</sup> day of March, 2023 by and between **SHEBOYGAN COUNTY**, a municipal corporation being a political subdivision of the State of Wisconsin, having its principal offices located at 508 New York Avenue, Sheboygan, WI 53081 (hereinafter referred to as **COUNTY**), and, **CITY OF SHEBOYGAN**, a municipal corporation being a political subdivision of the State of Wisconsin, having its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter **PURCHASER**).

**WHEREAS, COUNTY** maintains a Register of Deeds' Office as required by Wisconsin Statutes, and

**WHEREAS, REGISTER OF DEEDS** has authority to enter into this agreement on behalf of **COUNTY** pursuant to Sheboygan County Board Resolution No. 42 (1997/98), adopted March 17, 1998 and pursuant to Wisconsin State Statute s.59.43(2)(c) to enter into On-line access contracts to provide access to the documents pertaining to real property recorded in the Register of Deeds office to individuals and private companies; and

**WHEREAS, PURCHASER** is desirous of obtaining On-line access pertaining to real property, as permitted by s.59.43(2)(c), Wis.Stats.at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for depreciation of equipment used.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this agreement shall commence upon signing. Either party may terminate at any time without cause upon thirty (30) calendar days advance written notice during the original term or any renewal. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this agreement shall be automatically renewed upon like terms for successive calendar year periods.
2. If during the term of this agreement, the Sheboygan County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY'S** obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice or obligation of any kind to **PURCHASER**.
3. **COUNTY** agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. The Grantor- grantee index (Deed/Probate/Records) is available from December 27, 1955 forward (this date changes as back-indexing continues); **Note:** This does not include all contract and miscellaneous books at this time. Tract index starting July 19, 1996; ALL Certified Survey Maps, and ALL Plat Maps. Newly recorded documents are usually available within two to three business days. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY's** obligations. **PURCHASER's** rights under this agreement are secondary to the statutory duties of the Register of Deeds.
4. The index is not represented to be true and complete; rather it is a working copy, subject to error, omission and future modifications. **PURCHASER** shall receive notice via email of any computer problems that may affect this access. Failure of **COUNTY** to provide any notice of computer problems that may affect this access shall not be considered a breach of this agreement, nor shall it subject **COUNTY** or the Register of Deeds to



any liability, express or implied.

5. In exchange for being provided access to the Index. **PURCHASER** agrees to; Set up an escrow account with **COUNTY**. **PURCHASER** agrees to pay an advance fee (security deposit) to **COUNTY** in an amount equal to one month of their chosen plan rate. **COUNTY** will automatically deduct Laredo plan fees on the first business day of each month. **PURCHASER** shall monitor the escrow balance and make deposits accordingly. **PURCHASER** shall set up an online "Laredo Connect" profile to view account balance, invoice and activity information. All overage charges for additional minutes used during a calendar month will automatically be withdrawn at the same time as the Laredo plan fee. All image print fees will be automatically withdrawn from **PURCHASER'S** escrow account every 15 minutes. **PURCHASER** must always maintain an escrow balance that is more than one (1) month of the monthly fee rate for the Plan chosen (security deposit).

If the escrow balance is at or below the minimum escrow account balance (security deposit). The account will automatically be locked out until sufficient funds are replenished. All funds must be submitted to **COUNTY** in the form of paper check/money order, ACH/electronic payments or credit card.

The escrow account shall be available to **COUNTY** to draw payment if **PURCHASER** does not pay usage fees pursuant to above paragraph. The use of escrow account shall be at the sole discretion of **COUNTY** and is in addition to other remedies available to **COUNTY**. At the termination of this agreement, any remaining sums in **PURCHASER'S** escrow account shall be returned to **PURCHASER**.

**PURCHASER** shall be solely responsible for its own expenses incurred to implement and perform this agreement, including by way of illustration, computer hardware, software, peripherals, telephone lines, internet service provider (ISP) and staff training.

6. **PURCHASER** may select a different Plan from the Addendum before the 5th day of the month. If **PURCHASER** elects to change said Plan, the new rate will become effective the first day of the following calendar month. Plans will not be prorated within the monthly cycle – any portion of a month will be billed at the rate of a full month. After the first year of the Initial Term, **COUNTY** may change the fees upon sixty (60) days advance Notice to **PURCHASER**.

7. This agreement shall not be construed to impose any penalty, obligation or loss on **COUNTY** for its failure to transmit a copy of any particular document, unless through willfulness, and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorney fees, which **PURCHASER**, its officers, employees agencies, boards, commissions and representatives, or any third-party, may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.

8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of **COUNTY**. This agreement shall not be construed to either authorize or prevent **PURCHASER** from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY** for **PURCHASER'S** sole use. **PURCHASER** may not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

9. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and any said disagreement or controversy shall be



resolved in Sheboygan County Circuit Court.

10. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting in Laredo Connect. It shall be the duty of the **PURCHASER** to access invoices in Laredo Connect.

11. In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of **PURCHASER** and the acceptance of any such payment by **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

12. **PURCHASER** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and if a corporation, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S** registered agent is its Director of Planning and Development. If a corporation, Limited Liability Company or other impersonal entity, **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent. **PURCHASER** shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.

13. **PURCHASER** agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface. **PURCHASER** agrees that it will not utilize **ANY** form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by Laredo software vendor and such activity, if detected will immediately terminate this Agreement. The above may be viewed as theft under applicable Wisconsin State Statutes and subject to criminal penalties.

14. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

15. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

#### 16. DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION;

While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the **COUNTY**. **PURCHASER** agrees that all use of these services is at **PURCHASER'S** own risk and that the **COUNTY** will not be held liable for any errors or omissions contained in the content of its services.

Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of information. **COUNTY** provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy and completeness of any information. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information. **COUNTY** assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service.

In no event shall the **COUNTY** be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortuous action, arising out of, or in connection with, the use of information available from the **COUNTY**, or the inability to use the information on this service, even if **COUNTY** is advised of the possibility of such damages.

The information, documents and related graphics published on this service could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The **COUNTY** may make improvements and/or changes in the services and/or the content(s) described herein at any time.

17. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than this site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date.

18. If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

**COUNTY** and **PURCHASER**, each by their authorized agents, hereto having read and understood the entirety of this agreement consisting of five typewritten pages which includes the addendum page, have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

Signed at Sheboygan, Wisconsin, on the dates indicated after the signatures.

**COUNTY**

**PURCHASER**

\_\_\_\_\_  
Ellen R. Schleicher, Register of Deeds

\_\_\_\_\_  
Chad Pelishek, Director of Planning and Development

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Date

*License Agreement approved by the Sheboygan County Finance Committee on April 1, 2005. word - Laredo license agreement (4-12-05) (00065509).doc revised 11-2008, revised 04-20-2012, revised 2-2013, Revised 10-2014, Revised 10/16/2018, revised 11-2022.*

Signature above and on the addendum is authorized as to the City of Sheboygan pursuant to Res. \_\_\_\_\_-22-23.



**ADDENDUM TO LICENSE AGREEMENT WITH SHEBOYGAN COUNTY REGISTER OF DEEDS**

**USER** shall pay **COUNTY** fees based on the service plan selected as follows:

	<u>Plan</u>	<u>Monthly Fee</u>	<u>Overage Charge</u>	<u>Print Charge</u>
A.	0-150 min.	\$ 60.00	\$.40/minute	\$.50/print
B.	151-250 min.	\$ 90.00	\$.40/minute	\$.50/print
C.	251-500 min.	\$150.00	\$.40/minute	\$.50/print
D.	501-1000 min.	\$240.00	\$.40/minute	\$.50/print
E.	1001-2000 min.	\$350.00	\$.40/minute	\$.50/print
F.	Unlimited min.	\$475.00	0	\$.50/print

**PURCHASER** selects Plan: (circle one)      A      B      C      D      E      F

**PURCHASER** must always maintain an escrow balance that is more than one (1) month of the monthly fee rate for the Plan chosen. (security deposit).

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
COUNTY Issued User Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
E-mail of Contact Person

\_\_\_\_\_  
Phone number of Contact Person(s)

Please deliver this form and payment to:  
**Ellen R. Schleicher, Sheboygan County Register of Deeds**  
**508 New York Avenue, Room 218**  
**Sheboygan, WI 53081**

Revised 10/16/2018  
Revised 11/2022