

Port Washington Saukville School District

REQUEST FOR PROPOSAL

For

Purchase and Use of the Saukville Elementary located at 333 N Mill
Street, Saukville, WI

January 6, 2026

Section 1: General Information

1.1 Overview

This Request for Proposal (this "RFP") is intended to solicit offers for approximately 9.67 acres of real property located at 333 N Mill Street, Saukville, WI 53074, with Tax Key Numbers: 110500301001, as more particularly described on **Exhibit A** attached hereto (the "Property"). The Property includes the Saukville Elementary School building (the "School Building"). The Property is owned by the Port Washington Saukville School District (the "District") and is will be occupied through July 2027 by the District. The District is seeking proposals that return the best value to the District in terms of purchase price and benefit to the community and the District. The District reserves the right to reject any and all submissions for any reason.

1.2 Submission of Questions

Requests for additional information and any other questions may be directed to:

Mel Nettesheim
Director of Finance and Human Resources
Port Washington School District
100 W Monroe St
Port Washington, WI 53074
Phone: 262-268-6000
Email: mel.nettesheim@pwssd.k12.wi.us

1.3 Submission of Proposals

All proposals under this RFP shall be submitted in hardcopy paper form, titled "Response to Saukville Elementary Request for Proposal", and sealed. Responders may not submit any proposal in electronic form. Any sealed proposal may be submitted at any time until **1:00 p.m. on February 15, 2026**. Proposals received after that date and time may not be considered.

Sealed hardcopy proposals may be submitted to:

Mel Nettesheim
Director of Finance and Human Resources
Port Washington School District
100 W Monroe St
Port Washington, WI 53074

1.4 Opening of Proposals

Proposals submitted in a timely manner will be reviewed and considered by the Board of Education after the due date.

1.5 Ownership of Proposals

All proposals submitted on time become the property of the District upon submission, and the proposals will not be returned to the responders. By submitting a proposal, the responder agrees that the District may copy the proposal for purposes of facilitating the evaluation.

1.6 Other Information

Responders may submit any other information that is not described in this RFP that would be beneficial to the District. If in the responder's opinion the District has overlooked anything material or relevant, such item(s) may be brought to the District's attention and be included in the proposal.

1.7 Public Records Law

All proposals are subject to the Wisconsin Public Records Law.

1.8 Incurred Costs

The District is not responsible for any costs incurred by the responder in the preparation of the proposal or for any other cost to the responder associated with responding to the RFP.

Section 2 – Terms and Conditions

2.1 The District reserves the right to accept or reject any or all proposals or portions thereof for any reason or no reason.

2.2. The District reserves the right to elect at any time to: (i) re-issue any requests for proposals; (ii) reject all proposals; (iii) issue a new request for proposal; (iii) proceed in another manner to find a purchaser for the Property; or (iv) not to sell the Property at this time.

2.3. If the District selects a proposal, the District shall attempt to negotiate and reach a final purchase and sale agreement with the applicable responder. If for any reason the District and such responder have not entered into a final purchase and sale agreement within 30 days of the selection of such proposal; the District reserves the right to reject such proposal and select any other proposal or no other proposal.

By submitting a Proposal, each responder acknowledges and agrees that transactions of the type described in this RFP involve many essential and non-essential terms and conditions that have not been addressed in this RFP nor may they be addressed in any proposal submitted to the District. No proposal in any manner constitutes or reflects, nor is it intended to be, a complete or definitive statement of all the terms and conditions of the transaction contemplated by or described in this RFP or in such proposal. Further, this RFP does not, and no proposal shall, in any manner constitute or reflect, nor is it intended to be, an offer or an agreement to consider, undertake, or proceed with the terms or conditions of, any transaction contemplated hereby or described in this RFP or any proposal. Only a definitive purchase and sale agreement signed by a responder and the District shall govern a transaction with respect to the Property.

2.4 The District reserves the right to obtain clarification of any proposal or obtain additional information from any responder with respect to any proposal.

2.5 The District is not bound to accept the proposal with the highest purchase price.

2.6 The District reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interest of the District.

2.7 The District reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the responder.

Section 3: Proposed Use of the Property

The District has a community interest in the proposed use of the Property. The District, to the extent practical, will attempt to honor the desires of neighborhood property owners with regards to a compatible use of the Property.

Responders shall provide a detailed description of their vision regarding the use of the Property and how the vision and proposed use will enhance, blend into, and strengthen the neighborhood and the Community.

The District will be selling the School Building “as is”. All items and equipment not attached to the structure will be removed. Responders should describe their expectations (if any) of the District upon transfer of ownership. The District specifically makes no representations regarding environmental issues, including, but not limited to, the presence of asbestos.

Section 4 Qualifications and Proposal

The following information should be included in the Proposal (as applicable):

- A. Letter of introduction and organizational background signed by an officer of the lead responder including, but not limited to, the name of contact person and contact information, office location(s), ownership and affiliation of responder, organizational structure and hierarchy, responsibilities and relevant qualifications of key personnel regarding this project.
- A. Proposed purchase price.
- B. Responder's intended use of, and objectives and vision for, the Property.
- C. Project proposal details including timeline for project completion. The timeline shall start with the District's acceptance of a proposal and end with the occupancy of the Property for the proposed use.
- D. Any other promotional materials or work products that would demonstrate the responder's experience and qualifications if not otherwise elicited in this RFP.

Section 5 Acknowledgements and Agreements

Without limiting anything else stated in, and in addition to any other requirements of, this RFP, by submitting a proposal to the District, each responder hereby acknowledges and agrees that:

- 5.1 The definitive purchase agreement for this transaction shall provide, among other things, that: (A) responder, on behalf of responder and responder's successors, heirs, and assignees, acknowledges and agrees that the explicit representations and warranties made by the District in the purchase agreement will constitute the sole and exclusive representations and warranties made by the District in connection with the sale of the Property to responder; (B) other than those representations: (i) the District will disclaim all other representations and warranties of any kind, express or implied; and (ii) the sale of the Property from the District to responder shall be without representation or warranty of any kind, express or implied, as to the Property's condition, utility, operation, merchantability, fitness, or compliance with governing laws and regulations; (C) the District will convey the Property to responder in its "AS IS, WHERE IS" condition, with all defects, conditions and liabilities which are known or unknown to responder at the time of the conveyance; and (D) responder shall waive every claim, liability, cost, cause of action, or damage arising out of or in any manner related to the Property's condition, uses, utility, operation, merchantability, fitness, or compliance with governing laws and regulations.
- 5.2 The District shall transfer the Property to the ultimate buyer of the Property via a special warranty deed.
- 5.3 The Property may not be used by any responder, or any of responder's successors, heirs, or assignees for any K-12 educational purposes, including, but not limited to, use as a public or private school or charter school.
- 5.4 Immediately prior to the recording of the deed evidencing the transfer of the Property to the eventual buyer, the District shall record a notice of reversion right with respect to the Property that states that if the Property is ever used for any K-12 educational purposes, including, but not limited to, use as a public or private school or charter school, ownership of the Property shall revert to the District.
- 5.5 The definitive purchase agreement for this transaction shall provide, among other things, that the responder will be solely responsible for the costs of all of their investigations of the Property and their legal and other expert fees in connection with such transaction.

EXHIBIT A - LEGAL DESCRIPTION

Unofficial Legal Description - Must be verified

Saukville Elementary School
Tax Key No. 11-050-03-01-001

A parcel of land lying in Sections 26 and 25, Town 11 N., Range 21 E., Village of Saukville, Ozaukee County, Wisconsin, described as follows: Commencing at a concrete monument located at the Northeast corner of Hackl Subdivision, a subdivision partially in the Southeast one-quarter of said Section 26 (this monument at the Northeast corner of Hackl Subdivision is shown on said Hackl Subdivision plat (recorded in Volume G of Plats on page 18 in the office of the Register of Deeds, Ozaukee County, Wisconsin) as being 529.35 feet west and 658.19 feet North 0° 39' West from the Southeast corner of said Section 26); running thence 882.82 feet North 88° 52' East, along the South line of the property described in Deed recorded in Volume 70 of Deeds on page 281, Register of Deeds, Ozaukee County, Wisconsin, to the centerline, as used, of the public Highway known as County Trunk "O"; thence 410.90 feet North 9° 33' East along said centerline as used, of County Trunk "O"; thence 1080.09 feet South 88° 52' West; thence 310.41 feet South 9° 33' West to a point of curve; thence Southerly on a curved line to the left 99.19 feet to the point of junction of the centerline of Dries Street of said Hackl Subdivision and the North line of said Hackl Subdivision, the center of said curve lies to the East, the radius is 317.78 feet and the long chord is 98.79 feet and bears South 0° 36' 30" West; thence 181.64 feet North 88° 52' East along the North line of said Hackl Subdivision to the Northeast corner of said Hackl Subdivision, the point of commencement, containing 10.00 acres, more or less, EXCEPTING THEREFROM that part conveyed to the Village of Saukville by deed recorded in the Office of the Register of Deeds for Ozaukee County on March 16, 1977 in Volume 396 of Records on page 553, as Document No. 288088.

ALSO

Part of the Southeast 1/4 of Section 26, Town 11 North, Range 21 East, Village of Saukville, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Section 26; thence South 88° 38' West, along the South line of said Section 26, 529.35 feet; thence North 2° 01' West, 658.19 feet to the Northeast corner of Hackl Subdivision, a recorded plat; thence South 87° 30' West along the North Line of said subdivision, 181.64 feet; thence North 1° 05' West, 98.64 feet; thence North 8° 02' 55" East, 93.33 feet to the place of beginning of the parcel of land hereinafter described; thence continuing North 8° 02' 55" East, 217.14 feet; thence South 87° 09' West, 54.93 feet; thence South 6° 34' 22" East, 213.68 feet to the place of beginning. Being a part of Lot 2, Block 3, Assessor's Plat, Village of Saukville, Ozaukee County, Wisconsin.

EXCEPTING FROM the above parcels that part lying within the limits of street.