

*****ATTACHMENTS*****

Alderperson - District 8

Voter: amanda.salazar@sheboyganwi.gov

Weight: 1

- 2 Kate Calvano
- 3 Jesse Roethel
- 6 Zachary Rust
- 5 David A. Engeldinger
- 4 Kasey C. Sipiorski
- 1 Leslie G. Laster

Alderperson - District 8

Voter: barbara.felde@sheboyganwi.gov

Weight: 1

- 4 Kate Calvano
- 3 Jesse Roethel
- 2 Zachary Rust
- David A. Engeldinger
- Kasey C. Sipiorski
- 1 Leslie G. Laster

OpaVote (www.opavote.com)

(1/8)

OpaVote (www.opavote.com)

(2/8)

Alderperson - District 8

Voter: betty.ackley@sheboyganwi.gov

Weight: 1

- 2 Kate Calvano
- 6 Jesse Roethel
- 3 Zachary Rust
- 4 David A. Engeldinger
- 5 Kasey C. Sipiorski
- 1 Leslie G. Laster

Alderperson - District 8

Voter: grazia.perrella@sheboyganwi.gov

Weight: 1

- 4 Kate Calvano
- 5 Jesse Roethel
- 2 Zachary Rust
- 3 David A. Engeldinger
- 6 Kasey C. Sipiorski
- 1 Leslie G. Laster

OpaVote (www.opavote.com)

(3/8)

OpaVote (www.opavote.com)

(4/8)

Alderson - District 8

Voter: jim.bohren@sheboyganwi.gov

Weight: 1

- Kate Calvano
- 2 Jesse Roethel
- Zachary Rust
- 3 David A. Engeldinger
- 1 Kasey C. Sipiorski
- Leslie G. Laster

Alderson - District 8

Voter: markus.savaglio@sheboyganwi.gov

Weight: 1

- 5 Kate Calvano
- 6 Jesse Roethel
- 4 Zachary Rust
- 3 David A. Engeldinger
- 1 Kasey C. Sipiorski
- 2 Leslie G. Laster

OpaVote (www.opavote.com)

(5/8)

OpaVote (www.opavote.com)

(6/8)

Alderson - District 8

Voter: roberta.filicky-peneski@sheboyganwi.gov

Weight: 1

- 3 Kate Calvano
- 2 Jesse Roethel
- Zachary Rust
- David A. Engeldinger
- Kasey C. Sipiorski
- 1 Leslie G. Laster

Alderson - District 8

Voter: trey.mitchell@sheboyganwi.gov

Weight: 1

- 6 Kate Calvano
- 4 Jesse Roethel
- 2 Zachary Rust
- 3 David A. Engeldinger
- 1 Kasey C. Sipiorski
- 5 Leslie G. Laster

OpaVote (www.opavote.com)

(7/8)

OpaVote (www.opavote.com)

(8/8)

To whom it may concern at the City of Sheboygan:

My name is Kate Calvano, I live in District 8 on Custer Avenue, and I'm declaring my interest in the aldermanic position for the district.

I am from Milwaukee but moved to Sheboygan at the end of 2016, and have lived in District 8 for almost four years. It's been my great pleasure to get to know this area of Sheboygan, its people, as well as take part in community efforts such as Sheboygan Theatre Company over that time.

While in Milwaukee, I graduated cum laude from both high school and Mount Mary University, and obtained a dual-degree BA in history and philosophy in 2009. I learned a lot about social sciences during this time, but it also instilled me with a desire to help people, and it is the following years I spent as an advocate, counselor, and educational assistant at Sheboygan Area School District for those disabled with mental illness that still mean the most to me.

My intent in pursuing this position is to better the lives of people in Sheboygan, from improving infrastructure, to supporting the Mead Library's mission, to bolstering programs that will help both those in most need of a social safety net, especially including affordable housing. I also have a real stake in public transit, as I've used it the majority of my life by choice both in Sheboygan and Milwaukee County, and have put real thought into what makes for a good system.

I look forward to being considered for this position, and thank you for your time.

Kate Calvano

Kate Calvano
414.366.8219
818 Custer Ave
Sheboygan WI, 53081
katecalvano@gmail.com

Work History

- **Boys and Girls Club (Longfellow)**, Academic Lead (2020)
- **Christ Child Academy**, Extended Day Program (2019-2020)
- **Sheboygan Area School District (Horace Mann)**, Special Education Assistant (2018-2019)
- **OurSpace Inc**, Certified Peer Support Specialist (2015-2016)
- **Transitional Living Services**, Certified Peer Support Specialist (2014-2015)
- **US Senator Russ Feingold**, Milwaukee Office intern (2009)

CV

- Graduated cum laude in the Honors program at Mount Mary University (2009)
- Wrote undergraduate history senior thesis on Cold War foreign policy, "The Flexibility of Containment" (2009)
- Mount Mary University Student Government: Student Affairs Officer (2008-2009)
- Mount Mary University Women's Leadership Institute (2007)
- NGO attendance at 52nd United Nations Commission on the Status of Women (2007)

Leslie G. Laster
2614 S. 7th Street
Sheboygan, WI 53081
llaster42@gmail.com
920-918-0794

05/12/21

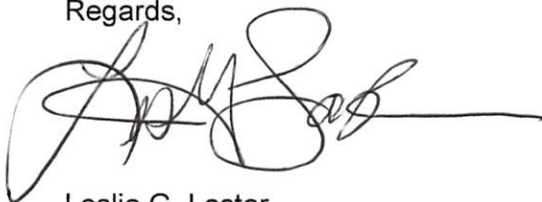
City Clerk's Office
% Meredith DeBruin
Re: Open seat for Alderperson District 8

To the members of the City Council,

I am writing to advise you of my intent to run for the open Alderperson seat in District 8. I have lived at the above address for over 20 years and been an active member volunteering in Sheboygan across a variety of organizations since 1998. I care about Sheboygan and have a sincere desire to see it continue to grow and flourish. I feel I can equitably represent the citizens of Sheboygan and especially those in District 8. While there is much to learn, I am a hard working dedicated professional with a variety of experiences . I am incredibly dedicated to this community and take the responsibility of representing those in District 8 seriously. I will uphold the duties of this position with pride and honor if selected and work to be a voice for the people I am representing in an equitable and consistent manner.

I welcome any further conversation regarding my candidacy,

Regards,

A handwritten signature in black ink, appearing to read 'Leslie G. Laster', with a long horizontal line extending to the right.

Leslie G. Laster

Leslie G. Laster

2614 South 7th Street, Sheboygan, WI 53081

(C) Phone: 920-918-0794 E-Mail: llaster42@gmail.com

Career Summary

I have successfully lead teams of people in Student Affairs assisting college students in persisting, personally, socially and academically. I have created and advised students in NSLS, Ladies of Virtue and diversity and inclusion efforts on/off campus. In addition, creating opportunities for students and my staff to develop professionally. I work well in a team or individually and I continue to create and implement new initiatives to benefit the students and employees where I work. I desire to work with a team of people to develop, train and fully implement best practices for student persistence, DEI efforts and professional growth and development through a series of educational opportunities.

Experience

Moraine Park Technical College

March 2020-Present

Associate Director for Diversity and Inclusion/EO Officer for Students

I lead a team to create educational experiences and training for students, faculty and staff centered around diversity, equity and inclusion. I am also the Limited English Proficiency Coordinator and have developed the college's first Language Access Plan, providing an equitable experience for students and families whose first language is not English. I facilitate and participate in several college and community teams across three districts. I sit on the President's Work Team and share initiatives and training opportunities. I manage a team, budget and write and review policy and procedures. I provide and create trainings with community members in our district. I am on the Wisconsin Technical College System(WTCS) DEI team, Non-traditional Occupations team(NTO) and several sub-committees. I am a Qualified Administrator with the IDI, LLC and collaborate with non-profits in the area.

Lakeland University, Plymouth WI 53073

April 2017-December 2019

Dean of Students/Director of Equity Engagement and Belonging

Lead student success and engagement coaches, and our health and counseling department in retention efforts and student support service initiatives. In addition, I supervised a grant and lead communications with our local domestic abuse shelter to provide programming for students covering IPV, sexual assault, bystander intervention etc. I created and advise Ladies of Virtue, to assist with empowering young women of color to persist academically and grow personally and professionally. I am trained as a Title IX Coordinator(June 2017-October 2018). I have several training certifications from ATIXA in the area of Title IX, VAWA, Climate Surveys etc. I successfully oversee the conduct process for both residence life and overall campus student conduct, providing appeals when necessary and education for ATOD related issues to students who are found responsible. I have re-written the code of conduct, created a grid and comprehensive programming model to comply with Clery and Edgar part 86. Other duties include chairing the retention committee for the BOT as well as for our Co-operative education program. I created the first summer programming model and have added diversity and inclusion programming efforts on campus to my title, starting with the first identifiable space on campus for Students of color, the LGBTQIA community and ADA education and programming. In addition, I have supervised residence life staff and work with our campus safety and security on many campus related programming initiatives and any safety concerns.

Director of Student-Athlete Development

September 2016-April 2017

I managed a portfolio of all student athletes, focusing on first and second year student athletes to ensure academic persistence and participation outside of athletics in student organizations. I also assisted with campus activities, created game-day experiences for sports events, assisted with lunch and learns, and I advised the Student Athlete Advisory Committee, and served as a retention committee member.

School Counselor

August 2011-September 2016

Continued development in the field by reading current literature and attending professional conferences, such as the ASCA and WSCA, maintained thorough records of student, parent and community agency contacts, maintain regularly-scheduled office hours to advise and assist students, staff and parents, PBIS internal coach, ATI advisor, talent-show advisor, tour new/transferring students and families, 8th grade college tour contact, proctor Forward and ASPIRE exams, initiated thought-provoking classroom discussions to help students develop their critical thinking abilities, coordinated the curriculum and lead individual/small groups, including academic and career focused lessons, attend team meetings to collaborate with staff, minute taker for our problem solving team, active member of our universal team and tier II team, write initial sped referrals, attend IEPs, knowledge in writing SLOs, PDP's, and PPG, CICO coordinator, knowledge of Career Cruising and ACP standards.

ATOD Prevention Specialist

August 2006-August 2011

Worked with students individually, in small groups on a variety of topics from ATOD, family dynamics, anger management and through staff referral for behavior issues, served on various committees and projects including Healthy Sheboygan County 2020, Sheboygan County Tobacco Coalition, Cesa 7 Counselor and ATOD meetings. Projects include the creation of the safe post prom, a health fair at North High School bringing awareness and education to community members on ATOD issues. Organized a safe driver program, special guest presenters for the district and assemblies, participated in ongoing staff training sessions, utilized self-directed research skills to find new curriculum for students struggling with ATOD issues, attended the DITEP training, 3 times to keep abreast of ATOD trends, collaborated with schools outside our district on ATOD issues, maintained records of student, parent and community contacts, and a strong ability to work professionally with parents, students, faculty and community members of all backgrounds

Education

Diversity and Inclusion Certification

Cornell University

January 2021

Master of Arts in Counseling

Lakeland College

May 2010

Plymouth, WI

Emphasis in school counseling pk-12, psychology and sociology coursework.

B.A in Psychology

Lakeland College

May 1994

Plymouth, WI

Female Athlete of the Year in 1998, 4 – years of Women's Volleyball, 4 – years of Women's Basketball

Highlights

- Advocate for personal and professional growth using self-directed leadership material

- NASPA Member
- Panelist for Inclusive Excellence panel for Fox Valley- Black Women leading D.E.I
- Exceptional written and verbal communication skills
- Committed to cultivating student leadership
- Natural leader- Influencer and Promoter via the DISC Assessment
- Director of Education and Leadership for the Black-American Community Outreach

Accomplishments

- Awarded the Wisconsin Governor's Service Recognition Certificate of Commendation in 2007.
- Awarded the Margaret Kroeff Volunteer in Education Award in 2007.
- Inducted into the Lakeland College Hall of Fame October 2014
- Created the first center for diversity and inclusion at Lakeland University-"The Center for Community Equity and Belonging" -opening February 2019
- Panelist and break out session speaker for the NSLS South Summit - September 2019
- Athena Award Sheboygan County Top 5 2021
- KornFerry Via Edge Certified
- Qualified Administrator for IDI, LLC
- Co-founder of the Black-American Community Outreach

Zachary Rust

1428 Nevada Ct
Sheboygan, WI 53081
(262) 501-8137
rust685@gmail.com

May 9th, 2021

To whom it may concern,

I am writing to you in interest of the Common Council Alderman position for District 8. I feel that I would be an asset to the community of Sheboygan and especially in my neighborhood. I am interested in becoming more involved in local politics and I feel that the Alderman position would be a perfect place to start.

In my career as an Electrician with Pieper Power, I have had the opportunity to work on large-scale projects with a variety of companies, including the construction of the new Aurora Hospital. Working in this field has given me the opportunity to meet many different people and see different perspectives on community issues at large, including affordable housing, safety and infrastructure.

While I am young and have never held a position like this before, I feel that I could share my, and the younger generations, perspective and voice in Sheboygan. If given the opportunity I would strive to be a transparent, thoughtful voice on the Common Council.

Sincerely,

Zachary Rust

Zachary Rust

1428 Nevada Court, Sheboygan, WI
zacharyrust@yahoo.com 262-501-8137

Work Experience

Journeyman Electrician

Pieper Power
July 2020 to Present

Experience in the field of hospital installations and industrial applications. Experience with quick plan changes and being able to work under hard deadlines.

Journeyman Electrician

ADVANCED ELECTRIC - Fond du Lac, WI
June 2014 to July 2020

Installation and troubleshooting of electrical systems according to the National Electrical Code. Completion of my OSHA 10 hour safety course in 2015. Completion of forklift safety in 2018. I have 6 years of experience in Residential and Commercial electrical systems, as well as experience in remodel and new build construction. I also have a basic understanding of PLC systems gained through my apprenticeship.

Education

Apprenticeship in Electrical

Moraine Park Technical College - Fond du Lac, WI
August 2015 to June 2019

High school diploma

Germantown High School - Germantown, WI
September 2009 to June 2013

Skills

- Commercial Electrician Experience
- High Voltage and Low Voltage
- NEC
- Blueprint Reading
- Schematics
- Troubleshooting

Awards

Eagle Scout - June 2013

Certifications and Licenses

Journeyman Electrician July 2019

David A. Engeldinger
1522 S. 17th Street
Sheboygan, WI 53081

Ms. Meredith DeBruin, City Clerk

Cc: Mayor Ryan Sorenson
Members of the Common Council

May 13, 2021

Dear Madam City Clerk, Meredith DeBruin:

I respectfully request that you forward this letter of intent and attached resume to Mayor Ryan Sorenson and the Members of the Common Council for consideration to fill the unexpired term of Alderman for the City's 8th District.

Hello, my name is David A. Engeldinger. Attached please find my consolidated resume highlighting my past 10 years of employment with Plastics Engineering Company (PLENCO) here in Sheboygan and Academic achievements at Lakeshore Technical College. I am a 1991 graduate of South High School and two-time graduate of LTC, earning Associate of Applied Science Degrees in Quality Assurance and Manufacturing Management as well as Lean Six Sigma Black Belt Certification. In addition, I am also a Registered Representative with Primerica Financial Services holding Wisconsin Life & Health and Property & Casualty Insurance licenses as well as Securities Licenses, Series 6 and 63.

Other than a couple years out of state, I am lifelong resident of Sheboygan County, residing between Sheboygan and Sheboygan Falls. I am a homeowner at the above address, residing at that location since February of 2007. I am the husband of Amy (since 2008) and father of two girls, have one granddaughter (with another grandchild on the way), and Stepfather to four girls and one boy.

I previously served as Alderman in the 3rd District of the City of Sheboygan Falls for the 2004-2005 term, serving on the Public Safety and Public Health & Welfare Committees. When I relocated outside of the City of Sheboygan Falls, I ran for County Board in 2006, losing by a margin of just 53% to 47%, and have not held a publicly elected position since. However, I have taken on leadership roles in other private organizations since then.

I feel that the time is right to become involved once again - now that our youngest is off to college, my schooling is done for the foreseeable future, and I have time to commit to the business of the city. I am very interested in actively participating in the future direction of the City of Sheboygan and fulfilling my citizen duty of actively participating in a "Government by the People."

I welcome your questions and comments as I pursue this next chapter of my life of service here in the City of Sheboygan. With your approval and acceptance, I vow to be an instrumental part of preserving the past and forming the future of our great city.

Thank you in advance for your consideration. I look forward to contributing to the great things that are happening here in my hometown as well as its continued success years into the future!

David A. Engeldinger

David A. Engeldinger

QUALITY ASSURANCE PROFESSIONAL

1522 S. 17th St.
Sheboygan, WI 53081

920-254-3691

DaveEngeldinger@yahoo.com
DEngeldinger@Plenco.com

OBJECTIVE

As a Lean Six-Sigma Black Belt, it would be my honor and privilege to contribute to your organization's bottom line by overseeing its Total Quality Management program. With over 10 years of experience in a Quality Assurance setting, as well as general production, I am uniquely positioned to implement and oversee methods to increase quality, reduce costs, and contribute to your overall business success.

EDUCATION

Sheboygan South High School
Graduate, 1991

Lakeshore Technical College
Cleveland, WI

Associate Degree
Quality Assurance Technician
(Spring, 2020)

Associate Degree
Manufacturing Management
(Spring, 2021)

Phi Theta Kappa National
Honors Society

KEY SKILLS

Lean Manufacturing
Six-Sigma Black Belt
ISO Internal Auditor
Leadership
Management
Total Quality Management

EXPERIENCE

2019 to Present
Quality Assurance Lab Coordinator
Plastics Engineering Company

2015 to 2019
Quality Assurance Lead Technician
Plastics Engineering Company

2011 to 2015
Quality Assurance Lab Technician
Plastics Engineering Company

Currently overseeing the daily operations of the Quality Assurance Lab to achieve compliance with the company's TQM program.

COMMUNICATION

I am a graduate of The Dale Carnegie Course in Human Relations and Public Speaking. I also have excellent written and oral communication skills and am confident in speaking before groups.

LEADERSHIP

Master Mason, Sheboygan, WI Lodge #11
President, Historic Sheboygan Masonic Lodge Foundation, Inc.
Past President, Sheboygan Falls Junior Chamber of Commerce
Alderman, City of Sheboygan Falls, 2004-2005

Kasey C. Sipiorski
2223 S 8th Street
Sheboygan, WI 53081

04/19/2021

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Ladies and Gentlemen:

My name is Kasey Sipiorski and I am writing to inform you of my interest in Ryan Sorenson's vacant aldermanic seat.

I have lived in Ryan's district at 2223 S 8th Street for the past seven years and want to make a difference in my community by being more engaged.

I look forward to meeting with you. Thank you for your consideration!

Cordially,

Kasey C. Sipiorski
920.980.3161
Kasey.sipiorski@onewisconsin.com

KASEY SIPIORSKI

2223 S 8th St. Sheboygan, WI 53081 · 920-980-3161

Kasey.sipiorski@onewisconsin.com · www.linkedin.com/in/kasey-sipiorski-onewisconsinfg/

My belief is that I can make a difference in the world, starting on a local level. This difference starts with involvement and engagement within the City of Sheboygan Common Council.

EXPERIENCE

03/2021 – PRESENT

FINANCIAL ADVISOR, ONEWISCONSIN FINANCIAL GROUP

I work with my clients to create efficient strategies for their financial goals. My use of both education and efficiency in planning set me apart from the traditional financial planner.

04/2018 – 03/2021

FINANCIAL ADVISOR, VISION FINANCIAL

I founded Vision Financial with the goal of being an educational resource to my clients through promoting financial health. As the sole owner and advisor, my role involved marketing, networking, and prospecting. Through many hours and much hard work I built a successful business.

10/2015 – 04/2018

FINANCIAL ADVISOR, THRIVENT FINANCIAL

While with Thrivent I began my career as a financial advisor. I obtained the Series 7, Series 6, Series 63, Series, 65, and my health and Life insurance licenses. I grew in my ability to network and prospect for clients.

05/2012 – 10/2015

CONSUMER LENDING SPECIALIST, KOHLER CREDIT UNION

At Kohler Credit Union I worked with members through the borrowing process. Explained the process, gathered information. I listened to their goals, gathered information, provided them with products and services explained the process, and closed the loans.

EDUCATION

08/2002- 05/2003

PSYCHOLOGY, LAKELAND UNIVERSITY

Dean's List, 4.0 GPA

Tutored probability and statistics.

08/1989-05/1990

SECONDARY EDUCATION, UW OSHKOSH

ACTIVITIES

- Board president for the Family Services Association
- Treasurer for Sheboygan Leadership Academy
- Board member for Chamber Main Street in Sheboygan Falls
- Board member for the Sheboygan Housing Authority.
- I sit on several other committees
- Volunteer activities for non-profit groups

JESSE ROETHEL

1740A South 14th S. Sheboygan, WI 53081 | (920) 453-8874 | jesse.roethel@cuw.edu

May 12, 2021

Common Council
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council:

Hello, I am Jesse Roethel and I appreciate the opportunity to speak to you this evening. I was born in Sheboygan and besides going to college I've lived in Sheboygan my entire life. I am thankful and proud to call Sheboygan my home. Having the world's largest free-flying American flag right here in Sheboygan is amazing. It is a constant reminder of who we are and the unlimited potential we all have as Americans. It is a blessing to have the beautiful Sheboygan lakefront, historic downtown, museums, the quarry, our many parks, the arts center and so much more right here in my hometown. We are a growing city that has endless potential when we work together! That is very exciting to see and be a part of. I feel that it is time to step up and do even more to serve my community and help improve it. I graduated in four years from Concordia University Wisconsin in 2012 with a sport and entertainment management degree as well as a business management degree. I have worked full time in quality control for nearly the last nine years and counting. The experiences I have had working quality control and studying my degrees can certainly help me be a successful alderman. I can multitask and make sure things get done and that they get done well. I would love to have the chance to be part of the Common Council and prove to you I can be a positive addition to the Council. I am eager to serve the people of my district and all of Sheboygan to better this place that we all love. I can't wait to get to work. I appreciate your consideration for the 8th district aldermanic position, and I thank you for your time.

Sincerely,



Jesse Roethel

JESSE ROETHEL

1740A South 14th S. Sheboygan, WI 53081 | (920) 453-8874 | jesse.roethel@cuw.edu

OBJECTIVES

- *Push myself to new heights
- *Gain a competitive advantage due to my hard work
- *Contribute to my city by improving upon our key foundational principles
- *Use my education and personal experiences to hold true to what is morally and ethically correct

EDUCATION

Concordia University - Mequon, Wisconsin - (May 2012)

Double Major: Bachelor of Arts in Sport & Entertainment Management

Bachelor of Arts in Business Management with a Marketing Minor

GPA: 3.30

Deans List: 2009, 2010, 2011, 2012

WORK EXPERIENCE

Millenium Technologies -Plymouth, WI - (Jan. 2015 – Present)

Quality Control Technician

- *Thoroughly inspect all types of cylinders and approve for shipping
- *Size and gage parts to assure we meet our tight specifications
- *Report any issues/failures and find root cause to prevent future problems
- *Check for bubbles/cut through/plating imperfections/touch up parts
- *Work with other departments to maximize output and minimize down time
- *Read and respond to emails and messages from management and ownership

Kohler Company - Kohler, WI - (Jan. 2013 – 2015)

Wisconsin Faucets Operations Support

- *Conduct Finished Goods Audits on Kitchen and Shower products, including water integrity testing.
- *Certified Quality Control Specialist and Aesthetics Inspector
- *Report product issues and potential product improvements. Such as more efficient ways to test products; better ways to package products more securely to decrease the chances of scratches or damaged products; moving the placement of required stickers to different parts of the product, to avoid it damaging printing on the flush valve covers.

Sheboygan Country Club - Pine Hills Golf Course - Sheboygan, WI - (June 2012 – Nov. 2013)

Locker Room Attendant

- *Used my organizational skills to keep the clubhouse neat and orderly. Assisted the golf members and their guests in any way possible, to ensure that their time spent at the golf course was enjoyable and welcoming.

Sheboygan A's - Sheboygan, WI - (May 2011 – Oct. 2011)

General Manager Intern

- *Gained a general understanding of organization operations. Assisted the General Manager with all of the organization's day to day operations. I ran ticket operations and served as the

first contact for fans as they came to take in the baseball game. Assisted the grounds maintenance crew before and after games, to ensure that the field was prepared for the games. Coordinated and implemented in-game promotions that encouraged fan interaction and boosted the overall fan experience.

OTHER RELATED EXPERIENCE

- Marketing plan for a musical showcase combining the NFL and Country music
- Coordinated a proposal for Concordia athletics sponsorship availability
- Outlined a cross country course blueprint at the high school level

HONORS AND TRAININGS

*Training at Kohler in regard to aesthetic standards, the SAP program, receipting product into the system, gauge training, and print training. Recipient of Concordia Academic Competitiveness Grant and Concordia Regents Scholarships. Experience in Microsoft Word and Excel Spreadsheets. Certifications in First Aid and CPR. Training with Acuity Insurance involving

VOLUNTEER ACTIVITIES

Sheboygan Lutheran High School - (2004 – Present)

Athletics volunteer coordinator

*Help run concessions stands at games, helped prepare the cross-country course for races and would stop traffic as runners crossed a road. Assisted with the development and execution of school fund-raising activities. Delivered phone books throughout Sheboygan county, helped run multiple stands at the annual dinner auction and helped people load up their auction items. Sold advertisement and sponsorship spaces to local organizations and businesses for the school yearbook and other school publications.

Immanuel Lutheran Grade School - (2004 – 2012)

*Coordinate game operations, scoreboard, statistics and referees for annual Youth Basketball Tournament

Praise Fellowship Church - (2001 – 2006)

*Assisted with Church Childcare once every weekend. Would help lead arts and crafts activities, read Bible stories, answer questions, lead group prayers, and make sure the kids got to the bathroom and back safely.

5-12-2021

To: Sheboygan Common Counsel

I have known Jesse Roethel for about 15 years as a friend of the family and a co-worker at Kohler Company. I find him to be intelligent and responsible. He treats others with respect and kindness. He is honest and dedicated in keeping commitments with family and friends whether it's easy or difficult he finds a way to get things done.

I would appreciate you considering him for Alderman. I feel he would take the position seriously and do a thorough job.

Thank you,

Sue Cornelius
Supply chain Analyst Kohler
8th district resident

Jesse Roethel

To: The Mayor (Common Council)

I have known Jesse Rothel for about 12 years as a friend of the family and a co-worker at Kohler Company. I find him to be intelligent and responsible. He treats others with respect and kindness. He is honest and dedicated in keeping commitments with family and friends. Whether it's easy or difficult he finds a way to get things done.

I would appreciate you considering him for Alderman. I feel he would take the position seriously and do a thorough job.

Thank you,

One Councilor
Supply Chain Analyst Kohler
8th District Resident

Jason Lewis



Millennium

Technologies

1404 Pilgrim Road, Plymouth, WI 53073

To: Sheboygan Common Council

Date: 5/12/2021

Re. Reference of Jesse Roethel for Sheboygan Alderman

I have had the privilege of knowing Jesse for 6 years through a work relationship. In that time, Jesse has impressed me with his intelligence, morals, and ethics. Jesse is not only a proponent of policy, but his morals enforce him to adhere and act on policy.

Jesse honors his commitments as shown by attending work every day and working whatever hours are scheduled without complaint. He goes about his day in a professional manner by not only multitasking but multitasking in order of importance for each day. Furthermore, he treats people kindly and interacts with many people throughout the day.

Please consider Jesse for filling the open alderman position, I think he is up to the challenge and would represent his constituents to their needs.

Thank you.

Ryan Kraemer
Production Manager
Millennium Technologies



May 12, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

ZONING BOARD OF APPEALS

NAME	TERM START	EXPIRES
Nancy Maring	04/16/2019	04/18/2022

HOUSING REHABILITATION LOAN COMMISSION

NAME	TERM START	EXPIRES
Andre Walton	04/20/2021	04/18/2022

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
John Koehler – Recreation Department Representative	04/20/2021	04/18/2022
Rebecca Clarke – County Board Representative	04/20/2021	04/18/2022
Marge Mattern	04/20/2021	04/15/2024

BOARD OF REVIEW

NAME	TERM START	EXPIRES
Kathleen Donovan	04/20/2021	04/20/2026

HISTORIC PRESERVATION COMMISSION

NAME	TERM START	EXPIRES
Carolynn Lee	04/21/2020	04/17/2023

MAYOR'S INTERNATIONAL COMMITTEE

NAME	TERM START	EXPIRES
Carolyn Miesfeld	04/20/2021	04/18/2022
Rich Miesfeld	04/20/2021	04/18/2022
Dane Schafer	04/20/2021	04/18/2022

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



SHEBOYGAN TRANSIT COMMISSION

NAME	TERM START	EXPIRES
Aldersperson Trey Mitchell – Finance & Personnel Representative	04/20/2021	04/18/2022
Aldersperson Barb Felde – LHPS Representative	04/20/2021	04/18/2022
Aldersperson Dean Dekker – Public Works Representative	04/20/2021	04/18/2022



RYAN SORENSON, MAYOR

MAYOR'S OFFICE

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920-459-3317
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Nancy Maring

Urban Planner, Green Bicycle Co.

Community Minded • Creative Problem Solver • Passion for Great Places and Spaces



Education

University of Wisconsin – Milwaukee
Master of Urban Planning, 2013
University of Wisconsin – La Crosse
BS, Fine Art, 2009

Key Skills

Thoughtful Facilitation
Project Management
Creating Connection
GIS Mapping
Document Design
Idea Generation

Professional Experience

Community and Economic Development Planner, City of Sheboygan, WI
November 2018 – December 2020

- Supported economic development in the City, including downtown revitalization efforts, and the creation of Sheboygan’s Innovation District
- Facilitated, designed, and coordinated placemaking efforts
- Managed neighborhood revitalization efforts and created measurable markers for success and data collection methods
- Led planning efforts for the City including sustainability and livability planning

Neighborhood Development Planner, City of Sheboygan, WI
January 2014 – November 2018

- Led Sheboygan’s interdepartmental neighborhood revitalization efforts, as well as coordinated the creation of ten new neighborhood associations in the City
- Managed the dispersion of CDBG loans for housing rehabilitation
- Drafted maps, and designed documents

Graduate Scholar Intern - Planning, City of Milwaukee, City Development
January 2013 – December 2013

- Created the City of Milwaukee Vacant Lot Handbook
- Researched zoning, regulatory, and development issues
- Reviewed proposed and amended or modified development plans
- Prepared presentations and reports for Plan Commission meetings

Engagement

Founding member and current Secretary of Active8 Sheboygan, a non-profit aimed at creative civic engagement and helping people become more rooted in their community.

September 2016 - Present

Served as board member and Communications and Outreach Officer for Sheboygan Neighborhood Pride, a non-profit focused on facilitating the creation of recognized neighborhood associations.

January 2014 – December 2016



Contact

623 St. Clair Avenue, Sheboygan,
WI 53081

920-316-2389 (Mobile)

kathleen.donovan@clovernord
.com

www.linkedin.com/in/kathleen-donovan-01658815 (LinkedIn)

Top Skills

Invoicing

Administrative Assistants

Microsoft Excel

Kathleen Donovan

Project Assistant at CloverNord
Sheboygan

Summary

Self-motivated with a demonstrated capacity to adapt to new environments and techniques. Hard working and detail oriented professional with a broad range of executive assistant, project management, accounting, administrative and clerical experience. Excellent oral and written communication skills. Personable with an ability to interact with high level executives. Able to work independently or with a team.

Experience

Bookworm Gardens

Education Specialist

March 2020 - Present (1 year 3 months)

Sheboygan, Wisconsin, United States

Lead children and adults on tours to teach how the gardens are inspired by literature. Read stories in the garden. Docent and interact with visitors to ensure a positive experience. Lead special private tours through the gardens. Supervise hands-on craft activities for festivals. Curate and sell items for the new Nature Store. Work the Welcome Gate to admit visitors. Train volunteers and participate in evaluating potential future employees.

CloverNord, LLC

Project Assistant

March 2018 - Present (3 years 3 months)

Sheboygan, Wisconsin, United States

Responsible for assisting the Principal Consultant with projects. Leverage construction management and field service experience to help craft tailored solutions to client problems. Assist clients with QuickBooks set-up and reports. For CloverNord, manage accounts payable and receivable. Prepare miscellaneous correspondence and respond by email or phone to clients' questions. Other tasks include copying, scanning, e-filing, answering phones and providing any assistance needed to successfully manage client projects.

Luedtke Electric

Project Assistant

June 2014 - September 2018 (4 years 4 months)

Oostburg, WI

As a Project Assistant responsible for project setup, scheduling work, and invoicing. Utilize Excel to create quotes. Enter invoices and receive payments using Quick Books Online. Other tasks include filing, answering phones, and responding to contractor questions by email or phone.

idX Corporation

Account Manager

February 2013 - April 2014 (1 year 3 months)

3451 Rider Trail South

As an Account Manager, responsible for assisting with fixture installation projects in banks and department stores. Assists with project set up including entering request for pricing information, sales orders and purchase orders using Vantage accounting software. Uploading photos and project completion documents onto the company eportal. Reviews invoices and expense reports for accuracy. Updates cost spreadsheets using Excel. Other tasks include copying, scanning, e-filing and responding to vendor questions by email or phone.

Drury Development Corp

Project Assistant

November 2012 - February 2013 (4 months)

As a temporary employee, responsible for assisting the Director of Renovations with hotel renovation projects. Assists with bid preparation and converts bid details into contracts for successful bidders. Reviews pay applications for correct amounts consistent with contract provisions. Creates change orders for new work performed outside the current contract provisions. Other tasks include copying, scanning, e-filing, answering phones and responding to vendors questions by email or phone.

Tarlton Corporation

Project Assistant

June 2009 - August 2012 (3 years 3 months)

Responsible for assisting the Senior Project Manager and Project Engineers on a \$52 million dollar construction project. Selected by the project management team to coordinate and maintain meeting schedules for multiple projects in Outlook. Prepared contracts for subcontractors. Utilized Viewpoint

accounting software to set up cost books for projects and process change orders for subcontractors. Proofed subcontractor pay applications, lien waivers and owner change orders for accuracy. Cost coded and created invoices for payment. Used Microsoft Word to prepare correspondence to subcontractors. Used Excel to prepare cost analysis worksheets and maintained miscellaneous job data. Used Microsoft Publisher and PowerPoint to help prepare project proposals and assisted my company in acquiring two multi-million-dollar construction projects. Other tasks include copying, scanning, e-filing, answering phones and responding to contractors and vendors questions by email or phone. Met or exceeded expectations of current position.

Gilbane/Tarlton Joint Venture

Project Accountant Assistant

October 2007 - May 2009 (1 year 8 months)

Responsible for assisting the Project Accountant with Accounts Payable duties. Tasks included cost coding all invoices and creating cover sheets in Excel. Utilized JD Edwards Accounts Payable to enter and post all invoices for payment. Manually proofed contractor lien waivers and pay applications to verify accuracy and that all notary seals and signatures were original. Prepared miscellaneous correspondence to contractors using Word. Responded by email or phone to contractors' and vendors' questions. Used Excel to create templates for month end requisitions and entered data for billing purposes. Manually proofed month end requisitions before entering into JD Edwards. Other tasks included copying, scanning, e-filing, answering phones and providing any assistance needed in other departments.

Education

Sonoma State University

BA, Political Science · (1989 - 1990)

California State University San Francisco

Political Science · (1986 - 1989)

CAROLYNN LEE

Email: thecarolynlee@gmail.com | Phone: 319-415-4533 | [LinkedIn](#)

Education

M.A., Philanthropy & Development - Saint Mary's University of Minnesota

B.A., Political Communication - University of Northern Iowa

Professional Experience:

Ascendium Education Group – Program Officer *2017-Present* **Remote/National**

- **Grantmaking** – Development and collaborative leadership of [Streamline Key Learner Transitions portfolio](#) (concept sourcing, proposal analysis, relationship-building, and management of project deliverables with grantee partners nationwide) – all in service of a mission to increase equitable educational attainment and socioeconomic mobility for learners from low-income backgrounds
- **Knowledge Brokering** – National conference presentations, synthesizing learning across internal silos, focus on non-grant support including project ideation, capacity building, and partnership facilitation
- **Internal and external collaboration:** cross-portfolio grantmaking, co-funded projects with Lumina Foundation, Bill & Melinda Gates Foundation, Kresge Foundation, ECMC Foundation
- **Leadership** – Informal and positional leadership roles within the organization related to equity in philanthropy and higher education, team culture, and promoting employee and corporate giving

Kohler Foundation – Program Director *2012-2017* **WI/Statewide**

- **Grantmaking** – Oversight of statewide grant portfolio supporting education and the arts, including strategy development, budget oversight, proposal review, data management, and continuous improvement
- **Organizational Leadership** – Catalytic launch of social media and web-based communication strategies, implementation of grantmaking best practice, and development of new systems and processes
- **Community Engagement** – Relationship-building, strategic leadership, and support for strategically-aligned efforts
- **Project Management** – In addition to grantmaking, responsibility for public educational programming at a historic site, an annual performing arts series, and a significant scholarship program

Community Foundation of Northeast Iowa – Program Director *2001-2012* **IA/Regional**

- **Community Leadership** – Cultivation of public-private collaborations, leadership of multiple networks, strategic planning, and community organizing initiatives
- **Grantmaking** – Oversight of all grantmaking functions across a 20-county region, including training and ongoing coaching for 200+ volunteers, grantee support and capacity building, management of high-volume portfolio, and grassroots development of new grantmaking initiatives like disaster response grants
- **Philanthropic Practice** – Oversight of youth philanthropy initiative (and related staff), development of women's giving circle, advisor to Nonprofit Leadership Alliance, and co-founder of Cedar Valley Nonprofit Association

Volunteer Leadership Roles:

- Sheboygan County LGBTQ Alliance – Co-Founder & Chair
- Diversity, Equity, Inclusion & Belonging Initiative- Co-Founder
- Sheboygan Area Nonprofit Network – Co-Founder
- Progressive Women of Sheboygan – Founder
- Wisconsin Philanthropy Network – Mentor
- Council on Foundations – National Marketing Action Committee
- Cedar Valley PrideFest – Co-Founder
- Iowa Women's Foundation – Grant Reviewer
- Cedar Valley Women of Action – Co-Founder

Andre Walton

4415 Primrose Ct R203, Sheboygan, WI, 53081

(414)-517-2338

andrewalton56@gmail.com

I was formally a campaign organizer and affordable housing advocate with 3 years of organizing experience. I am capable of working in fast paced dynamic environments that demand quick decisions. I am exceptional at bringing staff/organizational members in a team environment to work together.

EDUCATION

University of Wisconsin Whitewater

Graduation date: December 2016

Business of Bachelors Administration Degree

Major: General Management

WORK EXPERIENCE

January 2020- Present

Regional Organizer

- Responsible for building local organizing chapters.
- Responsible for recruiting and training local volunteers
- Events coordinator.
- Policy advocate with focus on housing and underserved groups

Sprint Sales Rep

November 2019 - June 2020

- Responsible for signing up customers for new accounts.
- Small business expert.
- Customer service skills.
- Assist manager on working with businesses to create business accounts.

For Our Future Wisconsin Canvass Organizer

October 2018 - December 2018

- Organized a staff of 25-35 canvassers daily.
- Field trained canvassers on how to canvass.
- In charge of payroll and scheduling.
- Assisted lead organizer in recruiting staff and assigning turf.
-

Campaign Organizer (Staffer)

February 2018 – August 2018

- Organized and coordinated over 100 volunteers.
- Worked with staff on field strategy.
- Kept track of local campaign inventory.
- Organized and coordinated local campaign events.
- Problem solving skills.

WORK SKILLS

- Management skills, from experience as Supervisor/Campaign organizer.
- Extremely organized
- Cooperative team member
- Dedicated energetic worker.

Dane Schaefer

I am an endlessly curious person with a wide array of experiences and creative and technical abilities.

3728 S 13th Street
Sheboygan WI 53081
(920) 912-3638
dschaefer@gmail.com

EXPERIENCE

Epicure Lounge — *Owner*

2006 - PRESENT

Business Operations

Building Restoration & Renovation

Legend Larry's — *Marketing & I.T.*

2008 - PRESENT

Growth & Marketing Strategies

I.T. Management

Customer Relations

Priority Sign — *Design & I.T.*

2006 - 2008

I.T. Support

Graphic Design

EDUCATION

UW Oshkosh

2003 - 2005

General studies

Sheboygan North Highschool

1999 - 2003

Graduated 2003

Senior Class President

PROJECTS

Sheboygan SOUP

Founding member of hyperlocal community project fundraising event.

Reboot Sheboygan

Founding member of community recycling and reuse program

INTERNATIONAL EXPERIENCE

AFS

Member of host family for numerous exchange students from 1993 through 2006

Tsubame Exchange

Hosted two students from Tsubame in first year of program

Traveled as an exchange student to Tsubame with first group to visit Japan as part of the program



May 13, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

The newly elected Alderperson of District 8 to be considered for appointment to the Licensing, Hearings, and Public Safety Committee to fill the unexpired term of Ryan Sorenson whose term expires 4/18/2022.



RYAN SORENSON, MAYOR

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May 17, 2021

RESIGNATION

Nancy Mannchen from the Mead Library Board of Trustees effective
May 31, 2021.

DeBruin, Meredith

From: Erickson, Garrett
Sent: Thursday, May 13, 2021 9:47 AM
To: DeBruin, Meredith; Sorenson, Ryan
Cc: Schwefel, Sarah
Subject: FW: Resignation from the library board

FYI

From: Nancy Mannchen [mailto:munchwink2@aol.com]
Sent: Thursday, May 13, 2021 9:34 AM
To: Erickson, Garrett <garrett.erickson@meadpl.org>
Subject: Re: Resignation from the library board

Garrett,

Thank you for the email; I appreciate your kind words. You do so well at recognizing and affirming what each of us offers toward Mead's success.

I will plan to attend the board meeting on 5/27, making May 31 the effective date of my resignation. Does that work for you? Thank you also for passing along my email; I was unsure of the steps in the process of leaving the board.

Working with you has been very rewarding, and I know Mead will continue to lead in the community with your direction.

And best of luck to you in a new wrestling year beyond COVID!

Nancy

I will email Maeve about attending the meeting.



May 3, 2021

HONORABLE MEMBERS FOR THE COMMON COUNCIL:

Pursuant to section 2-937 of the Sheboygan Municipal Code relating to the position of the Finance Director/Treasurer, we hereby recommend that Kaitlyn Krueger be appointed as the Finance Director/Treasurer for the City of Sheboygan effective June 1, 2021.

Signed:

Ryan Sorenson

Ryan Sorenson
Mayor

Todd Wolf

Todd Wolf
City Administrator

Approved

MAYOR'S OFFICE

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The appointment of Kaitlyn Krueger to the position of Finance Director/Treasurer is submitted for your consideration:

Professional Experience

City of Mequon, Wisconsin

Finance Director, January 2020 – present

Assistant to the Finance Director/Utility Accountant, April 2017 – December 2019

Dawes Rigging and Crane Rental, West Allis, WI

Lead Billing Specialist/Lease Administrator, April 2014 – April 2017

Education & Certifications

University of Wisconsin – Milwaukee

Bachelor of Business Administration in Accounting, July 2016

Pennsylvania State University

Master's Certificate in Public Budgeting and Financial Management, December 2019

State of Wisconsin

Certified Public Accountant, License #27702-1

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1.6

April 28, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

BOARD OF LICENSE EXAMINERS

NAME	TERM START	EXPIRES
Craig Seider (1st Alternate)	04/20/2021	04/17/2023

HOUSING REHABILITATION LOAN COMMISSION

NAME	TERM START	EXPIRES
Marilyn Montemayor	04/20/2021	04/18/2022
Ka Lee	04/20/2021	04/18/2022

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
Michael Froh – Boat Slip leaser	04/20/2021	04/18/2022
Sergeant Timothy Patton – Police Department Representative (non-voting)	04/20/2021	04/18/2022

CAPITAL IMPROVEMENTS COMMISSION

NAME	TERM START	EXPIRES
Aldersperson Roberta Filicky-Peneski – Finance & Personnel Committee Representative	04/20/2021	04/18/2022

CITY PLAN COMMISSION

NAME	TERM START	EXPIRES
Marilyn Montemayor	04/20/2021	04/18/2022

LIBRARY BOARD

NAME	TERM START	EXPIRES
Kathie Norman	04/20/2021	04/15/2024
William Bulson	04/20/2021	04/15/2024
Barbara Alvarez	04/21/2020	04/17/2023

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Seider



MAYOR'S INTERNATIONAL COMMITTEE

NAME	TERM START	EXPIRES
Alexandria King-Close	04/20/2021	04/18/2022
Cole Phillips	04/20/2021	04/18/2022

REDEVELOPMENT AUTHORITY

NAME	TERM START	EXPIRES
James Conway	04/20/2021	04/20/2026

SHEBOYGAN TRANSIT COMMISSION

NAME	TERM START	EXPIRES
Roy Kluss	04/20/2021	04/15/2024
Sara Knaub	04/20/2021	04/15/2024
Heather Cleveland	04/16/2019	04/18/2022

SHEBOYGAN COUNTY EMERGENCY MEDICAL SERVICES COUNCIL

NAME	TERM START	EXPIRES
Alderson Roberta Filicky-Peneski	04/20/2021	04/18/2022



RYAN SORENSON, MAYOR

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II

R. O. No. 15 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting various license applications.

City Clerk

Commercial Salvage & Recycling (RENEW) (JUNE 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal	1205 Illinois Avenue

Mobile Home Park License (RENEW) (JUNE 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows	3636 S. Business Drive

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred R. C. No. 319-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 5-20-21 by City Clerk submitting various license applications; recommends filing the following application as it was withdrawn by the applicant:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3172	Jeske, Shelley A.	2807 S. 22 nd Street

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.2.

R. O. No. 5 - 20 - 21. By CITY CLERK. May 4, 2020.

Submitting various license applications for the period ending June 30, 2021 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3158	Elliot, Kathleen A.	152 14 th Street, Fond du Lac
3163	Elliot, David A.	152 14 th Street, Fond du Lac
6169	Jeske, Amanda A.	2109 N. 12 th Street
3172	Jeske, Shelley A.	2807 S. 22 nd Street
9267	Kline, Kevin C.	1418 S. 24 th Street
3173	Licari, Isabella R.	2225 N. 10 th Street
3164	Maurer-Pfister, Angela M.	2332 Carmen Avenue Apt. 4K
7580	Willis, Rita A.	126 Lake Court
3176	Willis, Thomas J.	126 Lake Court

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7407	Baird, Jerry E. *Club*	557 Upper Road, Kohler
6748	Bresser, Matt J.	W2385 County Line Rd, Cleveland
4552	Daun, Duane R. *Club*	928 Wisconsin Avenue #317
1250	Dewane, Elaine M.	2839 N. Apache Road
7112	Gutschow, Tyson R. *Club*	4881 Dennwood Drive
8692	Jensen, Kurt R.	627 Saint Clair Avenue
1314	Johnston, Kristen D.	1608A N. 11 th Street
1245	Little, Elizabeth M.	914 Logan Avenue
7941	Mauer, Dale L.	2917 S. 15 th Street
1515	McMurray, Scott J. *Club*	1120 Aspen Court Unit C, Kohler
2650	Munnik, Bryan A.	W2672 Cty Road PPP, Sheboygan Falls
3359	Petermann, Richard J.	4408 White Oak Lane
2614	Raml, Jennifer L.	1020 Covington Dr., Sheboygan Falls
9583	Roehrborn, Becky J.	2027 N. 7 th Street
4552	Sauer, Andrew D. *Club*	1006 N. 17 th Street
6368	Schmidt, Tiffany L.	1622 N. 25 th Street
6444	Schmidtke, James B.	N6137 Center Ave., Sheboygan Falls
2411	Sharp, Christa A.	502 N. 28 th Street
2136	Severance, Harold W. *Club*	2503 N. 26 th Street
2736	Teetzen, Bradley R.	307 Riverhills Dr., Sheboygan Falls

AHS
 5-13-20
 Callin # 3172 *9267
 Background # 3359+
 # 9627
 5-27-20
 continue to hold all
 6-10-20
 hold # 3172
 file # 9267
 7-15-20
 # 3172 hold

2405 Timm, Sarah E.
1485 Wendland, Todd EJ *Club*
9627 Wilke, Glenn J. *Club*
3502 Wolff Sr., Richard A.

2732 Geele Avenue
3106 N. 27th Street
4022 Hazelnut Court
1622 N. 25th Street



R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred pursuant to R. C. No. 332-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends filing the following application as it was withdrawn by the applicant:

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	3565 Woods Jr., Linzey C.	9546 W. Circle Ct., Milwaukee

 _____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred pursuant to R. C. No. 332-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends denying Taxicab Driver License application No. 2918 (Oscar Bueno Jr.) due to his record of violations related to the licensed activity, his record as a habitual law offender, and his failure to cooperate with staff for the committee.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. May 17, 2021.

Your Committee to whom was referred R. O. No. 177-21-22 by Fire Chief,
pursuant to section 50-564 of the Municipal Code, submitting the quarterly
report of Benchmark Measurements for the Fire Department, for the period
commencing January 1, 2021 and ending March 31, 2021; recommends filing the
document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted
and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the
_____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 177 - 20 - 21. By FIRE CHIEF. April 19, 2021.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2021 and ending March 31, 2021.

	2020 First Quarter	2020 YTD	2021 First Quarter	2021 YTD	2021 Goals
Incident Types					
Fires	17	17	14	14	< 90
Rescue & Emergency Medical Service	1084	1084	1,080	1,080	4,300
Non Fires	245	245	297	297	1,000
TOTAL	1,346	1,346	1,391	1,391	5,300
Station Incident Count Per Station					
Station 1	362	362	363	363	1,550
Station 2	259	259	300	300	1,100
Station 3	356	356	329	329	1,400
Station 4	222	222	252	252	1,000
Station 5	134	134	141	141	500
Out of City	13	13	6	6	
Fire Loss					
Number of Incidents	15	15	11	11	
Pre Incident Value	\$ 3,610,900	\$ 3,610,900	\$ 12,595,990	\$ 12,595,990	
Total Property Loss	\$ 175,000	\$ 175,000	\$ 63,550	\$ 63,550	
Total Content Loss	\$ 62,050	\$ 62,050	\$ 38,650	\$ 38,650	
Total Loss	\$ 237,050	\$ 237,050	\$ 102,200	\$ 102,200	
Average Loss	\$ 15,803	\$ 15,803	\$ 9,290	\$ 9,290	
Workload					
Inspections	13	13	94	94	1,926
School Safety Programs/Students	0/0	0/0	0/0	0/0	150/3,000
Public Events	9	9	11	11	45
Station Tours	N/A	N/A	1*	1*	25
Non-Compliance/ Installed Smoke Alarms	22/20	22/20	10/13	10/13	
Fire Training Hours	1,198	1,198	1,520	1,520	8,000
EMS Training Hours	584	584	703	703	2,100
Investigations	18	18	14	14	
Efficiency					
EMS Average Response Time (360 Seconds)	86%	86%	79%	79%	90%
Fire Average Response Time (380 Seconds)**	86%	86%	79%	79%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	97%	97%	80%
ISO Rating	2	2	2	2	1

* Impacted by COVID restrictions

** Fire response 380 seconds or less per NFPA standards

AHP
21-22


 FIRE CHIEF

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. May 17, 2021.

Your Committee to whom was referred R. O. No. 178-21-22 by Chief of Police, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing January 1, 2021 and ending March 31, 2021; recommends filing the document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 178 - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 19, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2021 and ending March 31, 2021.

	2019 <u>Actual</u>	Y-T-D <u>3/31/20</u>	2020 <u>Actual</u>	Y-T-D <u>3/31/21</u>	2021 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	1	1	2	0	0
Rape	31	4	20	13	20
Robbery	10	0	14	2	15
Aggravated Assault	114	15	107	24	100
Violent Crime Total	156	20	143	39	135
Burglary	89	19	96	16	100
Theft	678	159	689	116	840
Motor Vehicle Theft	19	6	35	3	30
Arson	3	1	10	1	10
Property Crime Total	789	185	830	136	980
Percent of Offenses Cleared	64%	62%	56%	50%	70%
Value of Property Stolen	\$1,170,450	\$117,453	\$475,001	\$138,320	\$500,000
Value of Property Recovered	\$678,222	\$62,905	\$389,071	\$101,384	\$200,000
Percent of Stolen Recovered	57%	54%	82%	73%	40%
Accident Investigations	1,592	360	1,340	340	1,500
Traffic Stops	4,937	1,082	3,455	1,299	No Goal
Traffic Arrests	3,924	732	2,611	876	No Goal
Other Arrests	3,204	739	2,646	529	No Goal
Speed Trailer Deployments	17	0	8	2	20
HVEE Deployments	31	0	1	10	12
Parking Tickets Issued	7,840	3,211	6,098	2,516	10,000
Bicycles Recovered	168	17	118	22	150
Involuntary Commitments	110	19	101	35	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,326	319	1,216	292	2,750
Open Records Requests	6,546	2,030	7,318	1,716	4,000
Nixle Messages Sent	239	36	97	14	250
Press Releases	28	3	20	3	50
Tweets	224	34	92	17	350
Facebook likes	12,164	12,512	14,618	14,750	16,500
Reported Crime Maps	85	26	100	26	104
Crime Comparison Reports	25	6	24	7	26

AHPS
21-22

CHIEF OF POLICE



R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred pursuant to R. O. No. 179-20-21 by City Clerk submitting various license applications; recommends granting the license applications:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street - to include sidewalk café.
	<u>"CLASS B" LIQUOR LICENSE (June 30, 2022)</u>	(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus LLC (8 th Street Ale Haus)	1132 N. 8 th Street

SIDEWALK CAFE (April 14, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred R. O. No. 7-21-22 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2014, 2015, 2016, and 2017; recommends filing the document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 7 - 21 - 22. By CITY CLERK. May 3, 2021.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2014, 2015, 2016, and 2017.

FAP

CITY CLERK

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

CLERK CIRCUIT COURT
FILED

21 APR 12 AM 11:36

IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER WI STATUTE §75.521 BY
SHEBOYGAN COUNTY,
LIST OF TAX LIENS FOR
2014, 2015, 2016 AND 2017
NUMBER FORTY-SEVEN

Case Class: 30405

Case No. 21GFO11

SHEBOYGAN COUNTY
WISCONSIN

**PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY
BEING FORECLOSED BY PROCEEDING *IN REM.* 2014, 2015, 2016 AND 2017
NUMBER FORTY-SEVEN**

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2014 through 2017, sales of 2015 through 2018, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of April 9, 2021, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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**LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED
BY PROCEEDING IN REM. 2014, 2015, 2016 AND 2017
NUMBER FORTY-SEVEN**

PARCEL NO. 59002007291

Owner(s) of Record:

Heather H. Bergin and Victoria J. Steffen, as joint tenants, by virtue of a Quit Claim Deed dated January 12, 1989 and recorded January 19, 1989 at 11:28 a.m. in Volume 1102 of Records, Page 374 as Document Number 1180798.

Property Address:

Vacant Land along State Road 67, Plymouth WI 53075

Legal Description: Corrected Legal Description: Wis. Stat. § 75.145

Tract 1 of Certified Survey Map, Volume 5, Page 229, as Document 1053748 being part of the Southeast ¼ of the Southwest ¼, Section 33, Township 15 North, Range 20 East, in the Town of Greenbush, Sheboygan County, Wisconsin, except that part conveyed in Volume 868, Page 264 and Volume 869, Page 903 and corrected by Volume 1097, Pages 227-228. And also except that part conveyed in Volume 1097, Pages 230-231.

Mortgages:

None of Record

Judgments/Liens:

None of Record

Taxes:

Certificate No.: 12
Tax Year: 2017
Sale Year: 2018
PRINCIPAL Sum of Lien: \$4.22
Date Interest and Penalty Computed: 2/1/2018

Other:

Right-of-Way Easement recorded July 5, 1985 at 11:15 a.m. in Volume 986 of Records, Page 28 as Document Number 1117126.

Conveyance of Easement recorded September 18, 1979 at 3:02 p.m. in Volume 867 of Records, Page 329 as Document Number 1047899.

Right-of-Way Authorization recorded October 20, 1969 at 8:28 a.m. in Volume 587 of Records, Page 390 as Document Number 918755.

PARCEL NO. 59016213960

Owner(s) of Record:

David A. Hueppchen, a married man, by virtue of a Quit Claim Deed dated March 14, 2019 and recorded March 14, 2019 at 3:28 p.m. as Document Number 2070122.

Property Address:

N6816 and N6808 County Road OJ, Plymouth WI 53073

Greystone Settlement Addition No. 1 dated December 13, 2005 and recorded February 2, 2006 in Volume 15 of Plats, Page 228 as Document Number 1790221.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281002680

Owner(s) of Record:

Jerri Sue Parra (a/k/a Jerri S. Parra), a single person and former spouse of Charles P. Parra, by virtue of a Quit Claim Deed dated August 15, 2000 and recorded August 18, 2000 at 11:52 a.m. in Volume 1754, Page 278 as Document Number 1577415.

Property Address

Vacant Land (formerly 1530) along N. 7th Street, Sheboygan WI 53081

Legal Description:

Lots 8 and 9, Block 5, Assessment Subdivision No. 9, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Jerri S. Parra to Mortgage Electronic Registration Systems Inc acting solely as a nominee for Lender, Michigan Fidelity Acceptance Corp d/b/a Franklin Mortgage Funding, 25800 Northwestern Highway Suite 875, Southfield MI 48075, dated April 6, 2004 and recorded April 14, 2004 at 10:53 a.m. as Document Number 1729392, securing the principal sum of \$108,400.00.

Assignment of Mortgage from Mortgage Electronic Registration Systems Inc (MERS) Solely as Nominee for Michigan Fidelity Acceptance Corp d/b/a Franklin Mortgage Funding to U.S. Bank National Association ND, 205 W. 4th Street, Cincinnati OH 45202, dated August 28, 2004 and recorded August 30, 2004 at 4:15 p.m. as Document Number 1743550.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	391
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$668.80
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Raze Order dated October 3, 2018 and recorded October 9, 2018 at 3:37 p.m. as Document Number 2063668.

Driveway Agreement dated June 28, 1995 and recorded June 30, 1995 at 10:33 a.m. in Volume 1396 of Records, Pages 668-670 as Document Number 1429091.

PARCEL NO. 59281006710

Owner(s) of Record:

Rose M.T. Dortman, a single person, by virtue of a Personal Representative's Deed dated February 27, 2015 and recorded March 4, 2015 at 4:03 p.m. as Document Number 1999506.

Property Address:

329 Lincoln Avenue, Sheboygan WI 53081

Legal Description:

The East ½ of the West ½ of Lots 4 and 5, Block 3, Braasch's Addition to the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed Rose M.T. Dortman to Wisconsin Bank & Trust, 604 N. 8th Street, Sheboygan WI 53081, dated November 18, 2016 and recorded December 7, 2016 at 11:51 a.m. as Document Number 2031676, securing the principal sum of \$41,000.00.

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Rose Dortman, 329 Lincoln Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$234.77.

Taxes:

Certificate No.:	399
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,213.62
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281100110

Owner(s) of Record:

Janice M. Scheibl, a single person, by virtue of a Warranty Deed dated April 28, 1995 and recorded May 4, 1995 at 8:35 a.m. in Volume 1388 of Records, Page 531 as Document Number 1425463.

Property Address:

Vacant Land (formerly 1425) along N. 8th Street, Sheboygan WI 53081

Legal Description:

The South 25 feet of the North 85 feet of the West 100 feet of Lots 5 and 6, Block 29, of the Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Janice M. Scheibl to Norwest Mortgage Inc, P.O. Box 5137, Des Moines IA 50306-5137, dated April 28, 1995 and recorded May 4, 1995 at 8:35 a.m. in Volume 1388 of Records, Page 532 as Document Number 1425464, securing the principal sum of \$26,100.00.

Notice of Lis Pendens as it relates to the Mortgage in Document Number 1425464 executed by Wells Fargo Bank NA (Plaintiff) -vs- Janice M. Scheibl, etal (Defendants), Sheboygan County Circuit Court Case Number 17CV17, dated January 10, 2017 and recorded January 12, 2017 at 12:26 p.m. as

Document Number 2033486. (Attorney Janine L. Collette, Kohner Mann & Kailas SC, 4650 N. Port Washington Road, Milwaukee WI 53212-1059)

Mortgage executed by Janice M. Scheibl to the City of Sheboygan, Department of City Development, 828 Center Avenue Suite 104, Sheboygan WI 53081, dated September 11, 2015 and recorded September 25, 2015 at 3:19 p.m. as Document Number 2009943, securing the principal sum of \$8,944.20.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	411
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,671.50
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Raze Order dated May 14, 2019 and recorded May 17, 2019 at 12:44 p.m. as Document Number 2072903.

PARCEL NO. 59281101530

Owner(s) of Record:

Michael R. Tock and Karen M Tock, as joint tenants, by virtue of a Special Warranty Deed dated July 27, 2012 and recorded September 10, 2012 at 2:03 p.m. as Document Number 1952091.

Property Address:

434 Michigan Avenue & 1305 N. 5th Street, Sheboygan WI 53081

Legal Description:

Lot Seven (7), Block Forty (40), of the Original Plat to the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Michael & Karen Tock, 434 Michigan Avenue/1305 N. 5th Street, Sheboygan WI 53081, for water/sewer in the amount of \$296.90.

Taxes:

Certificate No.:	414
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$303.15
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 5928111910

Owner(s) of Record:

Jessica R. Charles by virtue of a Quit Claim Deed dated February 28, 2014 and recorded March 4, 2014 at 3:15 p.m. as Document Number 1983207.

Property Address:

409 Wisconsin Avenue, Sheboygan WI 53081

Legal Description:

The West 45 feet of the North 100 feet of Lot 80, Ellis Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5761, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of \$10.00. (no attorney listed)

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5760, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of \$200.50. (no attorney listed)

Judgment executed against Jessica Charles in favor of Credit Acceptance Corporation, 25505 W. 12 Mile Road, Southfield MI 48034, Sheboygan County Circuit Court Case Number 18SC2233 entered October 29, 2018 and docketed November 6, 2018 at 3:11 p.m. in the principal sum of \$8,877.78. (Attorney Daniel P. Doctor)

Judgment executed against Jessica Charles in favor of Creditbox.com LLC, 2400 Devon Avenue Suite 300, Des Plaines IL 60018, Sheboygan County Circuit Court Case Number 20SC749 entered June 15, 2020 and docketed June 29, 2020 at 4:44 p.m. in the principal sum of \$1,728.01. (Attorney Meghan Patricia Mackelly)

Special charge by the City of Sheboygan Water Utility against Jessica Charles, 409 Wisconsin Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$414.61.

Taxes:

Certificate No.:	451
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,644.52
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281201310

Owner(s) of Record:

Linc R. Kau by virtue of a Special Warranty Deed dated October 8, 2015 and recorded October 19, 2015 at 2:41 p.m. as Document Number 2011069.

Property Address:

Vacant Land (formerly 1309) along N. 14th Street, Sheboygan WI 53081

Legal Description:

The South 36 feet of the North 76 feet of Lot 7, Block 49, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ13, entered February 5, 2018 and docketed February 5, 2018 at 11:17 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ12, entered February 5, 2018 and docketed February 5, 2018 at 11:14 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ8, entered February 5, 2018 and docketed February 5, 2018 at 8:59 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ10, entered February 5, 2018 and docketed February 5, 2018 at 11:10 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ9, entered February 5, 2018 and docketed February 5, 2018 at 11:08 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Linc R. Kau in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ11, entered February 5, 2018 and docketed February 5, 2018 at 11:12 a.m. in the principal sum of \$691.00. (no attorney listed)

Taxes:

Certificate No.:	458
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,089.65
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Raze order dated July 20, 2018 and recorded July 27, 2018 at 2:47 p.m. as Document Number 2060246.

PARCEL NO. 59281201440

Owner(s) of Record:

Shane Saunier by virtue of a Special Warranty Deed dated June 26, 2017 and recorded July 26, 2017 at 11:03 a.m. as Document Number 2042494.

Property Address:

1318B N. 14th Street, Sheboygan WI 53081

Legal Description:

The East 35 feet of the West 40 feet of the South 50 feet of Lot 2, Block 50, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18TR3260, entered October 30, 2018 and docketed October 30, 2018 at 3:56 p.m. in the principal sum of \$200.50. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18TR2821, entered October 30, 2018 and docketed October 30, 2018 at 3:56 p.m. in the principal sum of \$200.50. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 18FO139, entered August 14, 2018 and docketed August 14, 2018 at 9:00 a.m. in the principal sum of \$389.50. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of CACH LLC, 3033 Campus Drive Suite 250, Plymouth MN 55441, Sheboygan County Circuit Court Case Number 18SC1017, entered May 21, 2018 and docketed July 3, 2018 at 3:58 P.M. in the principal sum of \$840.55. (Attorney Gina Ziegelbauer)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF351, entered September 22, 2016 and docketed September 22, 2016 at 9:40 a.m. in the principal sum of \$1,176.50. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF351, entered January 10, 2017 and docketed January 10, 2017 at 2:48 p.m. in the principal sum of \$1,637.50. (no attorney listed)

Judgment executed against Shane Saunier in favor of Schaal Revocable Trust, 5417 Long Acre Road, Sheboygan WI 53083, Sheboygan County Circuit Court Case Number 16SC2216, entered January 10, 2017 and docketed January 20, 2017 at 12:55 p.m. in the principal sum of \$6,119.50. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 14CT54, entered July 1, 2014 and docketed July 1, 2014 at 3:18 p.m. in the principal sum of \$217.10. (no attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County, 525 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14SC665, entered April 7, 2014 and docketed May 13, 2014 at 4:36 p.m. in the principal sum of \$396.50. (Attorney Carl K. Buesing)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 13CT261, entered March 14, 2014 and docketed March 14, 2014 at 3:04 p.m. in the principal sum of \$217.10. (no attorney listed)

Possible Child Support Lien against Shane A. Saunier, Docket Number 674309, filed September 6, 2020 in the principal sum of \$11,639.78, Sheboygan County Child Support Agency, 615 N. 6th Street, Sheboygan WI 53081.

Special charge by the City of Sheboygan Water Utility against Shane Saunier, 1318B N. 14th Street, Sheboygan WI 53081, for water/sewer in the amount of \$247.11.

Taxes:

Certificate No.:	460
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$680.51
Date Interest and Penalty Computed:	2/1/2018

Other:

None of Record

PARCEL NO. 59281203660

Owner(s) of Record:

Estate of Tou Lee (a/k/a Tong Seng Lee) and Cha Mee Vang (a/k/a Manasty Vang Lee), as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:

Vacant Land (formerly 1118B, 1118C & 1116A) along St. Clair Avenue, Sheboygan WI 53081

Legal Description:

The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:

Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, in the principal sum of \$49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258 executed by Johnson Bank (Plaintiff) -vs- Tou Lee (a/k/a Tong Seng Lee), etal (Defendants), Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931. (Attorney Adam A. Bardosy, Mallery & Zimmerman SC, 731 N. Jackson Street Suite 900, Milwaukee WI 53202)

Judgments/Liens:

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ32, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ33, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ34, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ35, entered December 16, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ36, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ37, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ38, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ39, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ40, entered December 6, 2017 and docketed March 14, 2018 at 10:31 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ41, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of \$187.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ42, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ58, entered March 7, 2018 and docketed June 11, 2018 at 10:30 a.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ59, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ60, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ61, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ62, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ63, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ64, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ65, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ66, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ67, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of \$187.00. (no attorney listed)

Judgment executed against Manasty V. Lee in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ234, entered June 19, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Manasty V. Lee in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ235, entered August 21, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of \$691.00. (no attorney listed)

State Tax Lien against Manasty V. Lee in favor of the WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 20TW287, Warrant Number 59-12189782, Type of Tax - Sales & Use, entered August 20, 2013 and docketed November 5, 2020 at 1:33 p.m. in the principal sum of \$1,003.97. (no attorney listed)

State Tax Lien against Manasty Lee in favor of the WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 20TW286, Warrant Number 53-12189783, Type of Tax - Sales & Use, entered August 20, 2013 and docketed November 5, 2020 at 1:33 p.m. in the principal sum of \$1,093.70. (no attorney listed)

State Tax Lien against Manasty Lee in favor of the WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 20TW288, Warrant Number 59-12184602, Type of Tax - Sales & Use, entered August 20, 2013 and docketed November 5, 2020 at 1:32 p.m. in the principal sum of \$1,184.96. (no attorney listed)

Taxes:

Certificate No.:	703	618	619	625
Tax Year:	2014	2015	2015	2016
Sale Year:	2015	2016	2016	2017
PRINCIPAL Sum of Lien:	\$1,841.86	\$1,771.69	\$178.52	\$1,705.17
Date Interest and Penalty Computed:	2/1/2015	2/1/2016	2/1/2016	2/1/2017

Certificate No.:	468
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$2,598.92
Date Interest and Penalty Computed:	2/1/2018

Other:

Raze Order dated August 22, 2019 and recorded August 27, 2019 at 9:04 a.m. as Document Number 2077684.

PARCEL NO. 59281302300**Owner(s) of Record:**

Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 p.m. as Document Number 1937086.

Property Address:

1107 Alabama Avenue, Sheboygan WI 53081

Legal Description:

Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue Suite 104, Sheboygan WI 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of \$2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue Suite 104, Sheboygan WI 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of \$7,976.25.

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Joseph Champeau, 1107 Alabama Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$156.39.

Taxes:

Certificate No.:	506
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,521.09
Date Interest and Penalty Computed:	2/1/2018

Other:

None of Record

PARCEL NO. 59281304020

Owner(s) of Record:

Estate of Damon T. Green by virtue of a Warranty Deed, dated February 6, 2015 and recorded on January 20, 2016 at 3:33 p.m. as Document Number 2015387.

Property Address:

919 High Avenue, Sheboygan WI 53081

Legal Description:

Lot Seven (7), Block Two (2), Assessment Subdivision No. 16, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 14CF338, entered September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of \$727.00. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CM338, entered February 6, 2013 and docketed February 6, 2013 at 2:15 p.m. in the principal sum of \$42.10. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17CF663, entered September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of \$2,866.86. (no attorney listed)

Notice of Lien executed against Damon Green in favor of Sheboygan County Corporation Counsel, 2124 Kohler Memorial Drive, Suite 310, Sheboygan WI 53081-3174, dated February 23, 2018 and recorded February 28, 2018 at 3:49 p.m. as Document Number 2053040 to secure the reimbursement of attorneys' fees that may incur as a result of legal counsel appointed for representation in Cases 17CF663 and 17CF705.

Possible Child Support Lien against Damon Trevoyi Green, Docket Number 491123, filed March 8, 2015 in the principal sum of \$18,421.01, Sheboygan County Child Support Agency, 615 N. 6th Street, Sheboygan WI 53081.

Special charge by the City of Sheboygan Water Utility against Damon Green, 919 High Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$239.68.

Taxes:

Certificate No.:	515
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,322.08
Date Interest and Penalty Computed:	2/1/2018

Other:

None of Record

PARCEL NO. 59281318990

Owner(s) of Record:

Jason J. Bloedorn and Shannon M. Bloedorn, husband and wife as survivorship marital property, by virtue of a Quit Claim Deed dated June 8, 2015 and recorded June 8, 2015 at 11:40 a.m. as Document Number 2004108.

Property Address:

725 Clara Avenue, Sheboygan WI 53081

Legal Description:

The West 36 feet of the East 72 feet of Lots 11 and 12, Block 13, South Side Land Company Addition to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Shannon M. Bloedorn and Jason Bloedorn in favor of Radiology Associates of the Fox Valley SC, 333 N. Commercial Street Suite 100, Neenah WI 54956, Sheboygan County Circuit Court Case Number 17SC1892, entered August 28, 2017 and docketed September 1, 2017 at 11:14 a.m. in the principal sum of \$3,433.20. (Attorney Keary W. Bilka)

Judgment executed against Shannon Bloedorn and Jason Bloedorn in favor of C & E Construction of Sheboygan LLC, 1503 S. 9th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1348, entered October 12, 2017 and docketed October 12, 2017 at 1:50 p.m. in the principal sum of \$10,222.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of Aurora Health Care Central Inc, P.O. Box 343910, Milwaukee WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee WI 53234, Sheboygan County Circuit Court Case Number 16SC1106, entered June 13, 2016 and docketed June 16, 2016 at 12:18 p.m. in the principal sum of \$1,439.64. (Attorney John M. Heuer)

Judgment executed against Shannon Marie Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16FA330, entered December 13, 2016 and docketed December 13, 2016 at 2:26 p.m. in the principal sum of \$194.50. (no attorney listed)

Judgment executed against Jason Jarrod Bloedorn in favor of Darrow & Dietrich SC, (no address listed), Sheboygan County Circuit Court Case Number 16FA330, entered August 19, 2017 and docketed August 25, 2017 at 8:30 a.m. in the principal sum of \$890.14. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason Jarrod Bloedorn in favor of Milwaukee Regional Medical Center Inc, 2661 Aviation Road, Waukesha WI 53188, Sheboygan County Circuit Court Case Number 18CV187, entered August 30, 2018 and docketed September 4, 2018 at 8:38 a.m. in the principal sum of \$22,196.02. (Attorney Keary W. Bilka)

Judgment executed against Shannon M. Bloedorn and Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ35, entered September 11, 2019 and docketed March 6, 2020 at 4:29 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ20, entered August 14, 2019 and docketed March 5, 2020 at 4:58 p.m. in the principal sum of \$98.80. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ33, entered September 11, 2019 and docketed March 6, 2020 at 4:25 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ19, entered October 23, 2019 and docketed March 5, 2020 at 4:56 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ34, entered September 11, 2019 and docketed March 6, 2020 at 4:27 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ18, entered December 11, 2019 and docketed March 5, 2020 at 4:54 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ21, entered October 9, 2019 and docketed March 5, 2020 at 4:29 p.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason J. Bloedorn in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ22, entered September 11, 2019 and docketed March 5, 2020 at 4:29 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered January 12, 2021 and docketed January 12, 2021 at 2:55 p.m. in the principal sum of \$636.50. (no attorney listed)

Judgment executed against Shannon M. Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered January 12, 2021 and docketed January 12, 2021 at 2:57 p.m. in the principal sum of \$636.50. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19CM43 entered January 9, 2020 and docketed January 9, 2020 at 8:46 a.m. in the principal sum of \$950.25. (no attorney listed)

Taxes:

Certificate No.:	748	559
Tax Year:	2016	2017
Sale Year:	2017	2018
PRINCIPAL Sum of Lien:	\$526.72	\$1,392.16
Date Interest and Penalty Computed:	2/1/2017	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281400750

Owner(s) of Record:

Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:

1131 & 1131A Swift Avenue, Sheboygan WI 53081

Legal Description:

Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Tracy Rios, 1131/1131A Swift Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$507.42.

Taxes:

Certificate No.:	570
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$3,522.03
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281403190

Owner(s) of Record:

William Lex by virtue of a Warranty Deed dated June 30, 1993 and recorded July 21, 1993 at 1:41 p.m. in Volume 1288 of Records, Page 93-94 as Document Number 1377816.

Property Address:

1501 S. 13th Street, Sheboygan WI 53081

Legal Description:

Lot Number Six (6), Block Number Six (6), Assessment Subdivision Number Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc, P.O. Box 343910, Milwaukee WI 53215 and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of \$1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46 entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ107, entered January 22, 2020 and docketed December 17, 2020 at 4:35 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ91, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ96, entered June 12, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ116, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ115, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ88, entered November 29, 2017 and docketed December 18, 2020 at 10:57 a.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ100, entered September 18, 2020 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ102, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ105, entered December 11, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ98, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ91, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ113, entered June 24, 2020 and docketed December 17, 2020 at 4:49 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ95, entered April 24, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ99, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ110, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ97, entered July 24, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ114, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ93, entered March 13, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ94, entered April 17, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ108, entered January 22, 2020 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ117, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ101, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ106, entered January 22, 2020 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ111, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ109, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ92, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ90, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ103, entered September 18, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ112, entered March 11, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ104, entered October 16, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$250.00. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against William Lex, 1501 S. 13th Street, Sheboygan WI 53081, for water/sewer in the amount of \$236.58.

Taxes:

Certificate No.:	594
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,069.89
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281404780

Owner(s) of Record:

Kelli L. Clark, a single person, by virtue of a Warranty Deed dated August 4, 2006 and recorded August 23, 2006 at 11:12 a.m. as Document Number 1806609.

Property Address:

1515 S. 22nd Street, Sheboygan WI 53081

Legal Description:

Lot 20, Block 4, according to the recorded Plat of Airport Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Kelly Clark in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 11SC1226, entered May 27, 2011 and docketed June 6, 2011 at 2:01 p.m. in the principal sum of \$478.26. (no attorney listed)

Judgment executed against Kelly Clark and Michael Clark in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 11SC915, entered May 2, 2011 and docketed May 4, 2011 at 12:53 p.m. in the principal sum of \$330.69. (Attorney Andrew H. Morgan, Esq)

Judgment executed against Kelly J. Clark and Michael J. Clark in favor of Wisconsin Consumer Credit Inc, W5071 County Road O, Plymouth WI 53073, Sheboygan County Circuit Court Case Number 17SC185, entered February 20, 2017 and docketed March 2, 2017 at 11:07 a.m. in the principal sum of \$489.30. (Attorney Basil J. Buchko, Jr)

Judgment executed against Kelly J. Clark and Michael A. Clark in favor of Wisconsin Consumer Credit Inc, 700 East Avenue, P.O. Box 1108, Lomira WI 53048, Sheboygan County Circuit Court Case Number 18SC1827, entered September 10, 2018 and docketed September 11, 2018 at 8:32 a.m. in the principal sum of \$10,346.90. (Attorney Basil J. Buchko, Jr)

Taxes:

Certificate No.:	597
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,016.06
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281430796

Owner(s) of Record:

Judith Ries by virtue of a Warranty Deed dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Page 410 as Document Number 1497785.

Property Address:

2608 Camelot Boulevard, Sheboygan WI 53081

Legal Description:

Lot 3 of a Certified Survey Map recorded in Volume 11 on page 288, Document #1413783, being part of the Northwest Quarter of the Northwest Quarter of Section 3, Town 14 North, Range 23 East and the Northeast Quarter of the Northeast Quarter of Section 4, Town 14 North Range 23 East.

Mortgages:

Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 416-417 as Document Number 1497787, securing the principal sum of \$37,500.00.

Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 418-419 as Document Number 1497788, securing the principal sum of \$50,500.00.

Judgments/Liens:

Judgment executed against Judith A. Ries in favor of Portfolio Recovery Associates LLC, 140 Corporate Boulevard, Assignee of HSBC Card Services III Inc/Best Buy, Norfolk VA 23502, Sheboygan County Circuit Court Case Number 12SC1505, entered June 18, 2012 and docketed June 25, 2012 at 12:43 p.m. in the principal sum of \$951.56. (Attorney Joseph Robert Johnson)

Judgment executed against Judith Ries, a/k/a Judith A. Ries, in favor of Resurgence Capital LLC, 1161 Lake Cook Road Suite D, Deerfield IL 60015, Sheboygan County Circuit Court Case Number 15SC1444, entered August 3, 2015 and docketed August 1, 2016 at 4:34 p.m. in the principal sum of \$9,623.40. (Attorney Robert Irwin Dorf)

Special charge by the City of Sheboygan Water Utility against Judith Ries, 2608 Camelot Boulevard, Sheboygan WI 53081, for water/sewer in the amount of \$236.34.

Taxes:

Certificate No.:	630
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,571.82
Date Interest and Penalty Computed:	2/1/2018

Other:

Septic Easement dated June 9, 1986 and recorded December 15, 1986 at 4:20 p.m. in Volume 1035 of Records, Pages 529-531 as Document Number 1143748.

Sewer Swear-Off dated March 23, 1982 and recorded March 24, 1982 at 10:16 a.m. in Volume 914 of Records, Page 743 as Document Number 1075234.

PARCEL NO. 59281501430

Owner(s) of Record:

Alina N. Morado by virtue of a Special Warranty Deed dated January 13, 2012 and recorded January 18, 2012 at 10:00 a.m. as Document Number 1937687.

Property Address:

604 N. 13th Street, Sheboygan WI 53081

Legal Description:

The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive Suite 200, San Diego CA 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of \$2,303.12. (Attorney Joseph Robert Johnson)

Judgment executed against Alina N. Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 15CM728, entered March 15, 2016 and docketed March 15, 2016 at 11:18 a.m. in the principal sum of \$796.15. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3963, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$200.50. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3962, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$10.00. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3961, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$175.30. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM748, entered May 14, 2019 and docketed May 14, 2019 at 2:10 p.m. in the principal sum of \$111.00. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM748, entered January 22, 2020 and docketed January 22, 2020 at 4:22 p.m. in the principal sum of \$1,157.55. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Alina Morado, 604 N. 13th Street, Sheboygan WI 53081, for water/sewer in the amount of \$246.37.

Taxes:

Certificate No.:	641
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$195.34
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281505220

Owner(s) of Record:

Matthew C. Newton, a single person, by virtue of a Warranty Deed dated June 30, 1994 and recorded July 18, 1994 at 8:06 a.m. in Volume 1353 of Records, Page 250 as Document Number 1408186.

Property Address:

1419 & 1419A Maryland Avenue, Sheboygan WI 53081

Legal Description:

The East ½ of Lot 4, Block 226, Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ46, entered March 18, 2020 and docketed June 17, 2020 at 3:13 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ170, entered May 21, 2014 and docketed June 23, 2014 at 8:44 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ44, entered November 4, 2014 and docketed March 11, 2015 at 12:17 p.m. in the principal sum of \$1,447.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ166, entered December 18, 2013 and docketed June 23, 2014 at 8:50 a.m. in the principal sum of \$149.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ167, entered December 18, 2013 and docketed June 23, 2014 at 8:49 a.m. in the principal sum of \$716.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ168, entered May 21, 2014 and docketed June 23, 2014 at 8:48 a.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against Matthew C. Newton in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ47, entered March 18, 2020 and docketed June 17, 2020 at 3:13 p.m. in the principal sum of \$691.00. (no attorney listed)

Taxes:

Certificate No.:	661
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,030.13
Date Interest and Penalty Computed:	2/1/2018

Other:

None of Record

PARCEL NO. 59281508150

Owner(s) of Record:

William E. Lex, single, by virtue of a Wisconsin Special Warranty Deed dated January 12, 2011 and recorded January 19, 2011 at 12:30 p.m. as Document Number 1918348.

Property Address:

1425 Kentucky Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145

Lot Five (5), Block Two Hundred Seventy-Four (274), according to the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc, P.O. Box 343910, Milwaukee WI 53215 and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of \$1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46 entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of \$124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ107, entered January 22, 2020 and docketed December 17, 2020 at 4:35 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ91, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ96, entered June 12, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ116, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ115, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ88, entered November 29, 2017 and docketed December 18, 2020 at 10:57 a.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ100, entered September 18, 2020 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ102, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ105, entered December 11, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ98, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ91, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ113, entered June 24, 2020 and docketed December 17, 2020 at 4:49 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ95, entered April 24, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ99, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ110, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ97, entered July 24, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ114, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ93, entered March 13, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ94, entered April 17, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ108, entered January 22, 2020 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ117, entered June 24, 2020 and docketed December 18, 2020 at 11:00 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ101, entered September 18, 2019 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ106, entered January 22, 2020 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ111, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ109, entered January 22, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ92, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ90, entered November 29, 2017 and docketed December 17, 2020 at 4:15 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ103, entered September 18, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ112, entered March 11, 2020 and docketed December 17, 2020 at 4:50 p.m. in the principal sum of \$250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ104, entered October 16, 2019 and docketed December 17, 2020 at 4:30 p.m. in the principal sum of \$250.00. (no attorney listed)

Special charge by the City of Sheboygan against William Lex, 1425 Kentucky Avenue, Sheboygan WI 53081, for weed cutting in the amount of \$427.28.

Taxes:

Certificate No.:	669
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,345.02
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281511290

Owner(s) of Record:

Zeferina Soliz, a married person, by virtue of a Quit Claim Deed dated March 22, 2006 and recorded June 21, 2006 at 3:17 p.m. as Document Number 1801596, and by virtue of a Warranty Deed dated July 12, 1993 and recorded July 15, 1993 at 2:41 p.m. in Volume 1287 of Records, Pages 207-208 as Document Number 1377407.

Property Address:

2001 & 2003 Indiana Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145

Lot One (1), Block One (1), Koerner Land Co's Subdivision, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments:

Special charge by the City of Sheboygan Water Utility against Zeferina Soliz, 2001/2003 Indiana Avenue, Sheboygan WI 53081, for water/sewer in the amount of \$177.95.

Taxes:

Certificate No.:	684
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$2,510.06
Date Interest and Penalty Computed:	2/1/2018

Other:

U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 18-30193-kmp, Chapter 7, filed October 29, 2018 by Zeferina Soliz Ramirez, terminated February 25, 2019.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281512930

Owner(s) of Record:

Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's Deed dated October 7, 2019 and recorded October 10, 2019 at 8:59 a.m. as Document Number 2080150.

Property Address:

1219 S. 19th Street, Sheboygan WI 53081

Legal Description:

Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Jeffrey & Theresa Sargent, 1219 S. 19th Street, Sheboygan WI 53081, for water/sewer in the amount of \$238.09.

Taxes:

Certificate No.:	691
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,312.88
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281600920

Owner(s) of Record:

Chelsee A. Walloch, a single person, by virtue of a Warranty Deed dated December 22, 2010 and recorded December 28, 2010 at 4:29 p.m. as Document Number 1916903.

Property Address:

1345 Winter Court, Sheboygan WI 53081

Legal Description:

Lot 27, Block 1, according to the recorded Plat of Block 1, Assessment Subdivision No. 1, as Amended, except the East 4 feet of said premises are reserved for a driveway in connection with 4 feet taken for such purposes from the premises to the East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CT298, entered October 2, 2020 and docketed October 2, 2020 at 1:20 p.m. in the principal sum of \$591.00. (no attorney listed)

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM275, entered June 25, 2019 and docketed June 25, 2019 at 10:17 a.m. in the principal sum of \$1,263.50. (no attorney listed)

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM275, entered August 2, 2019 and docketed August 2, 2019 at 9:33 a.m. in the principal sum of \$455.00. (no attorney listed)

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CF126, entered November 30, 2018 and docketed November 30, 2018 at 2:56 p.m. in the principal sum of \$322.00. (no attorney listed)

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17CF700, entered May 8, 2018 and docketed May 8, 2018 at 10:08 a.m. in the principal sum of \$1,165.52. (no attorney listed)

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15CF574, entered June 10, 2016 and docketed June 10, 2016 at 1:39 p.m. in the principal sum of \$657.00. (no attorney listed)

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none provided),

entered February 20, 2013 and docketed February 20, 2013 at 2:12 p.m. in the principal sum of \$326.50. (no attorney listed)

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none provided), entered January 28, 2014 and docketed January 28, 2014 at 1:00 p.m. in the principal sum of \$164.50. (no attorney listed)

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none provided), entered December 23, 2014 and docketed December 23, 2014 at 12:01 p.m. in the principal sum of \$103.25. (no attorney listed)

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none provided), entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of \$302.75. (no attorney listed)

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15CF421, entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of \$1,405.85. (no attorney listed)

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (none provided), entered November 11, 2015 and docketed November 11, 2015 at 4:27 p.m. in the principal sum of \$1,282.75. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Chelsea Walloch, 1345 Winter Court, Sheboygan WI 53081, for water/sewer in the amount of \$152.00.

Taxes:

Certificate No.:	699
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,543.50
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281624917

Owner(s) of Record:

Joseph W. Hess by virtue of a Personal Representative's Deed dated November 21, 2013 and recorded November 25, 2013 at 11:16 a.m. as Document Number 1979336.

Property Address:

2225 N. 22nd Street, Sheboygan WI 53083

Legal Description:

Lot 6, Block 1, St. Dominics Subdivision, to the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Joseph W. Hess in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 13SC324, entered February 18, 2013 and docketed March 11, 2013 at 3:00 p.m. in the principal sum of \$658.74. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Joseph W. Hess in favor of Meadowland Credit Union, 1040 N. Main Street, Sheboygan Falls WI 53085, Sheboygan County Circuit Court Case Number 15SC2631, entered January 4, 2016 and docketed January 7, 2016 at 3:17 p.m. in the principal sum of \$3,458.90. (Attorney Joseph J. Voelkner)

Judgment executed against Joseph William Hess II in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17CM239, entered March 27, 2020 and docketed March 27, 2020 at 2:57 p.m. in the principal sum of \$415.00. (no attorney listed)

Possible Child Support Lien against Joseph William Hess II, Docket Number 535257, filed July 3, 2016 in the principal sum of \$9,770.44, Sheboygan County Child Support Agency, 615 N. 6th Street, Sheboygan WI 53081.

Special charge by the City of Sheboygan Water Utility against Joseph Hess, 2225 N. 22nd Street, Sheboygan WI 53083, for water/sewer in the amount of \$290.72.

Taxes:

Certificate No.:	746
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,754.25
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281627190

Owner(s) of Record:

Kathleen S. Burss, a married person, by virtue of a Quit Claim Deed dated May 31, 2006 and recorded June 2, 2006 at 12:40 p.m. as Document Number 1799942; and by virtue of a Quit Claim Deed dated October 31, 2005 and recorded February 6, 2006 at 1:08 p.m. as Document Number 1790263; and by virtue of a Termination of Decedent's Interest in Property dated July 13, 2000 and recorded July 13, 2000 at 2:26 p.m. in Volume 1747 of Records, Page 794 as Document Number 1574900; and by virtue of a Warranty Deed dated September 18, 1995 and recorded September 18, 1995 at 3:24 p.m. in Volume 1409 of Records, Page 119 as Document Number 1434756.

Property Address:

1541 Division Avenue, Sheboygan WI 53083

Corrected Legal Description: Wis. Stat. § 75.145

The East 7 feet of Lot 92 and the West 56 feet of Lot 91, according to the recorded Plat of J. Schubert's Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Kathleen S. & Gary Burss and Wendy Michels to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, dated October 31, 2005 and recorded November 30, 2005 at 10:02 a.m. as Document Number 1783652, securing the principal sum of \$14,169.38.

Mortgage executed by Gary and Kathleen Burss to Lakeshore CAP Inc, 540 N. 8th Street, Manitowoc WI 54220, dated April 6, 2006 and recorded April 20, 2006 at 12:44 p.m. as Document Number 1796275, securing the principal sum of \$542.00.

Mortgage executed by Kathleen S. Burss and Wendy L. Michels to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated November 16, 2007 and recorded November 27, 2007 at 10:28 a.m. as Document Number 1840535, securing the principal sum of \$24,788.00.

Judgments/Liens:

Judgment executed against Kathleen Burss in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 20TJ86, entered December 10, 2020 and docketed December 11, 2020 at 10:17 a.m. in the principal sum of \$691.00. (no attorney listed)

Judgment executed against Kathleen Burss and Gary Burss in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 20SC1209, entered September 21, 2020 and docketed October 6, 2020 at 11:23 a.m. in the principal sum of \$597.14. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Kathleen Burss, 1541 Division Avenue, Sheboygan WI 53083, for water/sewer in the amount of \$99.98.

Taxes:

Certificate No.:	753
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$412.21
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

A Transfer on Death Deed has been recorded and executed by Kathleen S. Burss to Wendy L. Michels, whereby the property transfers to the grantee upon the death of the grantor.

PARCEL NO. 59281704330

Owner(s) of Record:

Darryl Alexander Shumate by virtue of a Quit Claim Deed dated January 12, 2016 and recorded February 1, 2016 at 3:10 p.m. as Document Number 2015786.

Property Address:

2011 & 2011A N. 11th Street, Sheboygan WI 53081

Legal Description:

Lot Twenty (20) Block Two (2), Assessment Subdivision Number Twelve (12), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:

None of Record

Judgments/Liens:

Special charge by the City of Sheboygan Water Utility against Darryl Shumate, 2011/2011A N. 11th Street, Sheboygan WI 53081, for water/sewer in the amount of \$249.56.

Taxes:

Certificate No.:	775
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$1,694.09
Date Interest and Penalty Computed:	2/1/2018

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281718350

Owner(s) of Record:

Richard A. Jakum Estate and Darlene M. Jakum by virtue of a Warranty Deed dated July 31, 1997 and recorded August 6, 1997 at 8:50 a.m. in Volume 1518 of Records, Page 733 as Document Number 1482650 (includes other land). (Will filed for Richard A. Jakum on March 29, 2019, Sheboygan County Circuit Court Case Number 19WL94)

Property Address:

2601, 2533 & 2537 N. 15th Street, Sheboygan WI 53083

Legal Description:

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3), Edwin Schaezter's Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

UCC Financing Statement executed by Richard A. Jakum and Darlene M. Jakum, dba Jakum's Hall, to Norwest Bank Wisconsin NA, 636 Wisconsin Avenue, Sheboygan WI 53082, filed January 22, 1999 at 10:09 a.m. as Document Number 00295396.

UCC Financing Statement Amendment recorded December 15, 2003 at 11:48 a.m. as Document Number 1718425.

UCC Financing Statement Continuation recorded November 14, 2003 at 10:19 a.m. as Document Number 1715436.

UCC Financing Statement Amendment recorded February 27, 2004 at 12:33 p.m. as Document Number 1724663.

UCC Financing Statement Continuation recorded August 20, 2008 at 10:14 a.m. as Document Number 1859274.

UCC Financing Statement Amendment recorded August 21, 2008 at 10:17 a.m. as Document Number 1859349.

UCC Financing Statement Continuation recorded July 29, 2013 at 3:31 p.m. as Document Number 1973182.

UCC Financing Statement Continuation recorded on July 26, 2018 at 11:10 a.m. as Document Number 2060127.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	813
Tax Year:	2017
Sale Year:	2018
PRINCIPAL Sum of Lien:	\$9,135.81
Date Interest and Penalty Computed:	2/1/2018

Other:

Ordinance dated September 11, 1998 and recorded October 2, 1998 at 10:05 a.m. in Volume 1609 of Records, Pages 788-789 as Document Number 1519698 (includes other land).

Building setbacks as shown on plat: Five-foot utility easement on Lot 6 along the East & South lot lines; Five-foot utility easement on Lot 7 along the North and East lot lines; Five-foot utility easement on Lot 8 along the East lot line; Five-foot utility easement on Lot 9 along the East lot line; Five-foot utility easement on Lot 10 along the West lot line; Five-foot utility easement on Lot 11 along the West lot line; Five-foot utility easement on Lot 12 along the West and North lot lines as set forth in Volume 5 of Plats, Page 65.

PARCEL NO. 59282910190

Owner(s) of Record:

John H. Perronne, a single person (Purchaser), by virtue of a Land Contract executed by Harold E. Perronne Family Trust dated February 20, 1995 (Vendor) dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1606672.

Property Address:

411 State Street, Sheboygan Falls WI 53085

Legal Description:

Lots 1 and 2, except the West 19.87 feet of Lot 2, of Block 2 of Federwisch Subdivision to the City of Sheboygan Falls.

Mortgages:

None of Record

Judgments/Liens:

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 p.m. in the principal sum of \$3,184.55. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945360, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of \$2,610.09. (no attorney listed)

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING
IN REM. TO FORECLOSE TAX LIENS
BY SHEBOYGAN COUNTY**

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Seven, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 12, 2021, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem*. and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 12, 2021. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including June 11, 2021, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 11, 2021, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 12th day of April, 2021.

SHEBOYGAN COUNTY

By: *Laura Henning-Lorenz*
LAURA HENNING-LORENZ
County Treasurer

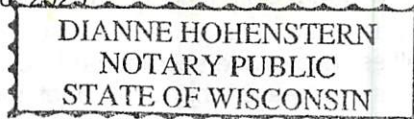
STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 12th day of April, 2021.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2025



Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

IV

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. May 17, 2021.

Your Committee to whom was referred R. O. No. 8-21-22 by Director of Public Works submitting a request to disinter Mickey Carey who is interned at Wildwood Cemetery Lot 215 Section 18 Grave 2 and relocate his remains in Wildwood Cemetery to Lot 215 Section 18 Grave 1 that is owned by his spouse, Mary Carey; recommends filing the document and directing the appropriate officials to approve the disinterment and allow it to occur prior to October 1, 2021.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 8 - 21 - 22. By David H. Biebel, Director of Public Works.
May 3, 2021.

Submitting the request to disinter Mickey Carey who is interned at Wildwood Cemetery Lot 215 Section 18 Grave 2 and relocate his remains in Wildwood Cemetery to Lot 215 Section 18 Grave 1 that is owned by his spouse, Mary Carey.

PW

Director of Public Works

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred pursuant to R. O. No. 9-21-22 by City Clerk submitting various license applications; recommends granting the licenses with caveat (*):

BEVERAGE OPERATOR'S LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9650	Blindauer, Charles E.	1538 S. 9 th Street
3616	Kelm, Jeffrey S.	2505 N. 5 th Street
3606	Klave, Max	1627 S. 26 th Street
3610	Prueser, Mitchell W.	3013 S. 19 th Street

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1293	Brethouwer, Cory R. (CLUB)	W4061 County Road N, Sheb. Falls
2342	Daniels, Adrian A.	1736 Grams Court
3618	Gmach, Todd R.	4836 Ferndale Court
3615	Janquart, Cooper	32 Point Elkhart Dr., Elkhart Lake
3612	Johnson, Haylie L.	830 N. 36 th Street
9999	Kaehler, Scott R.	2109 N. 15 th Street
1685	Kraus, Jeanne E.	2410 North Avenue
3617	Mansfield, Terri J.	620 S. 8 th Street Apt. 309
3622	Rathke, Kyme R.	919 N. 5 th Street
3620	Schaefer, Kami A.	925 4 th Street, Kiel
0319	Sedlar, Carrie K.	2109 N. 15 th Street
2185	Senkbeil, Faith	4040 N. 29 th Street
3518	Stewart, Prince-Ezra E.	913 High Avenue

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5860	Firgens, Todd C.	1828 S. 12 th Street
2059	Levanduski, Joshua B.	1910 Garfield Avenue
0289	Moeller, Robert J.	1812A S. 13 th Street
6011	Nennig, David M.	1559 N. 15 th Street
6278	Pantel, Melinda M.	1906A S. 12 th Street
5952	Perronne, Shannon J.	1245 North Avenue
9453	Pilgrim, Marion M.	1042A Willow Lane, Kohler
2030	Repinski, Douglas S.	1527 Georgia Avenue
6888	Rosas, Lucia	2407 Broadway Avenue
8432	Wellman, Alexandra K.	1011 Main Avenue

CHANGE OF AGENT

Jason Steffen is replacing Kyle Kaehne as agent effective immediately for Festival Foods located at 595 S. Taylor Drive.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 South Pier Drive - to include sidewalk café.
3022	Paradigm LLC	1202 N. 8 th Street - to include sidewalk café.
2943	Superior Bar and Grill	2607 Superior Avenue - June 11 - 12, 2021 to include the parking lot North and West of the building.
2943	Superior Bar and Grill	2607 Superior Avenue - July 10 - 11, 2021 to include the parking lot North and West of the building.
2943	Superior Bar and Grill	2607 Superior Avenue - July 16 - 18, 2021 to include the parking lot North and West of the building.
2943	Superior Bar and Grill	2607 Superior Avenue - July 24 - 25, 2021 to include the parking lot North and West of the building.

CIGARETTE/TOBACCO (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor)	4554 S. 12 th Street
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 th Street

2702 Oneguide, Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15 th Street
3214 Oneguide, Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive

CLASS "A" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop-N-Go)	905 Erie Avenue
3287	Sheboygan BP (Sheboygan Minimart LLC)	1030 S. 14 th Street
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3487	New Jersey East Properties (New Jersey East Properties)	1515 New Jersey Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue LLC (Anglers Avenue Pub & Grill)	518 South Pier Drive
3423	Wisconsin Apple LLC (Applebee's Neighborhood Grill)	526 S. Taylor Drive
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
2805	Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
3146	Bump's Grill Tavern LLC (Bumps Grill Tavern)	1902 S. 12 th Street
1833	Champs Inc. (Champs Sports Bar)	1501 Indiana Avenue
1511	Dennis J Reineking (Dennys Bar)	2140 Calumet Drive
1516	Wayne H Emmer (Emmers)	906 S. 15 th Street
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street

3136 Sack Realty LLC (Franks Place)	3023 N. 15 th Street
1799 James T Passmore (George Michaels)	513 N. 8 th Street
3117 Harbor Lights Two (Harbor Lights)	434 Pennsylvania Avenue
2849 Hops Haven, LLC (Hops Haven)	1327 N. 14 th Street
2807 Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue
1199 Playdium Lanes of Sheboygan, Inc. (Lakeshore Lanes)	2519 S. Business Drive
2085 Legend Larrys LLC Owned by Larry (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
2685 Lino Ristorante Italiano LLC (Lino Ristorante Italiano)	422 South Pier Drive
1795 Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
2740 Pog Mo Thione, LTD (Mannings Irish Pub)	3015 N. 15 th Street
1699 Erin M. Hutton (On the House)	1153 High Avenue
3217 Viand Hospitality LLC (Parker Johns BBQ & Pizza)	705 Riverfront Drive
3427 Pacific Grill 3 LLC (Pacifico Mexican Bar And Grill)	820 Indiana Avenue
2563 DTG LLC (Penn Ave Pub)	827 Pennsylvania Avenue
1252 Stanley J Petek (Peteks Tavern)	2702 S. 8 th Street
2272 PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18 th Street
2030 Twelfth Parallel Inc (Rewind)	1002 Michigan Avenue
3355 Bentley's LLC (Sharpie's On Broadway)	1645 S. 12 th Street
3162 K & M Solutions, LLC (Sundance Saloon)	1509 S. 12 th Street
1752 Patrick J Martin (The End Zone)	904 Indiana Avenue
3307 Umi Sushi & Steak House (Umi Sushi & Steak House)	519 N. 8 th Street
3373 Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
1764 Water Street Pub (Water Street Pub)	931 N. 12 th Street

2100 Final Quest LLC (Whats Up)	1635 Michigan Avenue
3250 Final Quest LLC (Work Zone Bar and Grill)	4604 S. Business Drive

CLASS "B" BEER LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3051	Mid-Lake Softball Organization (Mid-Lake Softball Organization)	2213 New Jersey Avenue
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3022	Paradigm LLC (Paradigm)	1202 N. 8 th Street
3018	Tina Nguyen and Keren T Pham (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 th Street
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

"CLASS C" LICENSE (June 30, 2022) (RENEW)

2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3022	Paradigm LLC (Paradigm)	1202 N. 8 th Street
3018	Tina Nguyen and Keren T Pham (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 th Street
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

SIDEWALK CAFE (April 14, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 South Pier Drive
*3022	Paradigm	1202 N. 8 th Street

*grant contingent on correcting the application to show proper applicant

TAXICAB DRIVERS LICENSE (December 31, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
176	Gorges, Timothy R.	3704 Koehler Drive
3608	Vega Romero, Angelin	

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 17, 2021.

Your Committee to whom was referred pursuant to R. O. No. 9-21-22 by City Clerk submitting various license applications; recommends filing the following application as it was withdrawn by the applicant:

BEVERAGE OPERATOR'S LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	3605 Roberts, Keshawn	1220 N. 14 th Street Apt. A

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred Res. No. 202-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the listing contract with CBRE, Inc. regarding SouthPointe Enterprise Campus; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. 202 - 20 - 21. By Alderpersons Donohue and Bohren.
April 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the listing contract with CBRE, Inc. regarding SouthPointe Enterprise Campus.

RESOLVED: That the Director of Planning and Development is hereby authorized to execute the Cancellation Agreement and Mutual Release with CBRE, Inc., a copy of which is attached hereto and incorporated herein.

FP
a-22

Mykayla Rowan

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

Cancellation Agreement & Mutual Release

The undersigned Parties agree that the Vacant Land Listing Contract and Exclusive Right to Sell Contract (“Contract”) between the Parties dated January 9, 2019, related to the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin (the “Property”) be canceled. The Parties are hereby released all of their right, title, and interest in and to the Contract, and any and all claims arising out of the transaction.

This Cancellation Agreement and Mutual Release (CAMR) shall be effective upon signature by each party on an identical copy of this CAMR (including signatures on separate but identical copies of the CAMR). By their signatures, each Party warrants that the signatory is authorized to sign this CAMR. Additionally, the agent signing on behalf of CBRE (“the Firm”) warrants that he has obtained written consent of the agent’s supervising broker pursuant to Lines 290-312. The Parties agree that there are no financial responsibilities remaining by the parties to each other and that the City of Sheboygan is free to market, sell, or re-list the Property as it sees fit with no duty to pay any commission or fee to the Firm.

CBRE, Inc.
Licensed Real Estate Broker

OWNER:
City of Sheboygan

DocuSigned by:
By: Patrick Gallagher
ED73C1893169450...
Patrick Gallagher
Executive Vice President

By: _____
Chad Pelishek
Director of Planning & Development

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
MANNENBACH MECHANICAL, LLC**

REGARDING BOOSTER COIL #38 AT THE MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this 19th day of MAY, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Mannenbach Mechanical, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have separate HVAC control of the space at the Mead Public Library that is served by Booster Coil #38; and

WHEREAS, certain mechanical work is necessary in order to accomplish this (the "Services"); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all labor, equipment, and materials necessary to allow separate HVAC control of the space at the Mead Public Library that is served by Booster Coil #38.

Contractor's Services under this Agreement include the following:

- Installation of new branch ductwork around the existing supply ductwork and tie it into the supply duct to the last two grilles
- Installation of a new booster coil in new branch ductwork
- Connection of new heating lines from mains to new booster coil
- Installation of new heating valves provided by Quality Control Systems, Inc.
- Insulating of piping and ductwork
- Installation materials and labor

Contractor's Services do not include providing the controls or control valves necessary to complete Contractor's Services.

Contractor is responsible for the provision of all licenses and permits¹ and for paying all legitimate costs required by private utility and communication companies as part of the Services.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which is attached to this Agreement as Exhibit 1.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment, or workmanship—by Contractor for one (1) year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 3. City's Representative

The City designates Garrett Erickson or his designee as its Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$5,285.00 ("Contract Amount").

Contractor shall submit an invoice upon completion of the Services.

Payment will be made to Contractor within 60 days of Final Acceptance. The Request for Payment shall be sent to:

**Bernie Rammer
City of Sheboygan
828 Center Ave.**

Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following (“Withheld Amounts”):

- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 7. Workmanship and Quality of Materials

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to

that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 8. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done.

The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 9. Access to Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 10. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 10 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 11. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 12. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City². The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 13. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 14. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

² In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 15. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.
- b. Commercial General Liability and Property Damage Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.
- c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City's Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 16. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 17. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 18. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 19. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 20. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless

specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 21. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 22. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 23. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		PAUL MAJURBACH
City of Sheboygan		MAJURBACH MECHANICAL
828 Center Ave.		1251 W J ST
Sheboygan, Wisconsin 53083		KIEL WI 53042

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 27. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
2. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 29. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, equipment, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
7. Definitions.

- a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: *Ryan Sorenson*
Ryan Sorenson, Mayor

ATTEST: *Meredith DeBruin*
Meredith DeBruin, City Clerk

DATE: 5-20-2021

CONTRACTOR

BY: *Paul Mammenbach*
Paul Mammenbach - Owner

ATTEST: *Laura Mammenbach*

DATE: 5/19/21

This Agreement Authorized by Resolution _____

EXHIBIT 1

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Asbestos

Contractor shall inform the City if they suspect any materials affected or impacted in any way by the services contain asbestos. No further activity on that material should occur until it has been determined through proper testing whether the material contains asbestos and appropriate steps are taken if asbestos is present. Any disturbance (including an accidental disturbance) of materials already identified as containing asbestos on the part of Contractor or approved subcontractor must be reported to the City immediately.

3. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

4. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

5. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
 - a. ICC Codes
 - b. National Electric Code
 - c. Wisconsin Administrative Code
 - d. National Fire Code
2. Industry Standards, Codes, and Specifications
 - a. AIEE – American Institute of Electrical Engineers
 - b. ANSI – American National Standards Institute
 - c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
 - d. ASME – American Society of Mechanical Engineers
 - e. ASTM – American Society of Testing Materials
 - f. IPCEA – Insulated Power Cable Engineers Association
 - g. NBS – National Bureau of Standards
 - h. NEMA – National Electrical Manufacturers Association
 - i. NFPA – National Fire Protection Association
 - j. OSHA – Occupational Safety and Health Act
 - k. UL – Underwriters Laboratories
 - l. MSS – Manufacturers Standardization Society
 - m. AISC – American Institute of Steel Construction
 - n. AWS – American Welding Society
 - o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

6. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

7. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

8. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

9. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

10. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

11. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

12. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

13. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is

incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

14. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

15. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

16. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

17. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

18. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred Res. No. 4-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to take three actions related to the new HVAC controls system at Mead Public Library: (1) enter into an agreement with Mannenbach Mechanical, LLC, (2) draw funds pursuant to the existing contract with Quality Controls Systems, Inc., and (3) make a necessary budget adjustment and appropriation in the 2021 budget; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 4 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to take three actions related to the new HVAC controls system at Mead Public Library: (1) enter into an agreement with Mannenbach Mechanical, LLC, (2) draw funds pursuant to the existing contract with Quality Controls Systems, Inc., and (3) make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, in Res. No. 52-19-20, after complying with Wis. Stat. § 62.15, the Common Council of the City of Sheboygan (the "Council") authorized the City to contract with Quality Control Systems, Inc. to install a new Heating, Ventilating and Air Conditioning (HVAC) controls system at Mead Public Library; and

WHEREAS, the original expectation was that the installation of the new HVAC controls system would be completed over a four year period, with the installation completed in 2022; and

WHEREAS, Res. No. 52-19-20 authorized the appropriate City officials to expend \$66,278 to begin the process of installing the new HVAC controls system at Mead Public Library; and

WHEREAS, Res. No. 52-19-20 also contained a change order allowance; and

WHEREAS, in 2019, Quality Control Systems, Inc. began the installation; and

WHEREAS, in 2020, the Council approved Res. No. 23-20-21, which authorized the appropriate City officials to expend \$36,800 to continue the process of installing the new HVAC controls system at Mead Public Library; and

WHEREAS, while the original expectation was that the full project would be completed in 2022, it is in the best interest of the City to complete the installation of the new HVAC controls system in 2021; and

WHEREAS, it is desirable to allow for separate HVAC control of the space at the Library that is served by Booster Coil #38; and

WHEREAS, as separate HVAC control of the space at the Library that is served by Booster Coil #38 was not in the original scope of work for this project, additional mechanical work beyond the contract with Quality Controls Systems, Inc. is necessary; and

WHEREAS, while this additional mechanical work constitutes public construction, because the estimated cost of the mechanical work does not exceed \$25,000, public bidding is not required by State Law or the City's purchasing policy; and

FPP

WHEREAS, to avoid the appearance of serial contracting, approval of the contract with Mannenbach Mechanical, LLC to perform the necessary mechanical work at Mead Public Library is included in this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That all approvals and authorizations in Res. Nos. 52-19-20 and 23-20-21, including the authority to approve change orders up to a total of \$12,651.10 for the entire contract with Quality Control Systems, Inc. for the installation of the HVAC controls system at Mead Public Library, are unaffected by this Resolution.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Building Improvements at Mead Library (Account No. 40051100-621200) by \$14,437.00 in order to fund the completion of the HVAC controls system installation.

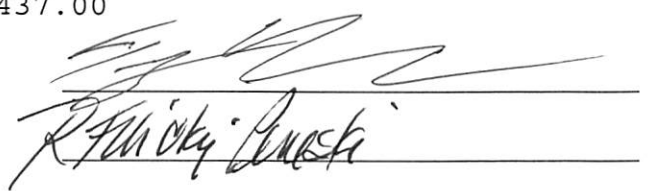
BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the Capital Project Fund fund balance.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to enter into the attached agreement with Mannenbach Mechanical, LLC to separate the control to the space at the Library that is served by Booster Coil #38.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the completion of Alternate #1 and Alternate #2 (and any approved Change Orders) and the work performed by Mannenbach Mechanical, LLC as set forth below:

2021 Capital Improvements - Mead Library - Building Improvements -
Acct. No. 47951100-621200: \$66,278.00

Capital Project Fund - Mead Library - Building Improvements -
Acct. No. 40051100-621200: \$14,437.00



R. M. Pinski

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
MANNENBACH MECHANICAL, LLC**

REGARDING BOOSTER COIL #38 AT THE MEAD PUBLIC LIBRARY

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2021 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Mannenbach Mechanical, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City desires to have separate HVAC control of the space at the Mead Public Library that is served by Booster Coil #38; and

WHEREAS, certain mechanical work is necessary in order to accomplish this (the “Services”); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all labor, equipment, and materials necessary to allow separate HVAC control of the space at the Mead Public Library that is served by Booster Coil #38.

Contractor’s Services under this Agreement include the following:

- Installation of new branch ductwork around the existing supply ductwork and tie it into the supply duct to the last two grilles
- Installation of a new booster coil in new branch ductwork
- Connection of new heating lines from mains to new booster coil
- Installation of new heating valves provided by Quality Control Systems, Inc.
- Insulating of piping and ductwork
- Installation materials and labor

Contractor’s Services do not include providing the controls or control valves necessary to complete Contractor’s Services.

Contractor is responsible for the provision of all licenses and permits¹ and for paying all legitimate costs required by private utility and communication companies as part of the Services.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which is attached to this Agreement as Exhibit 1.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment, or workmanship—by Contractor for one (1) year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 3. City's Representative

The City designates Garrett Erickson or his designee as its Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$5,285.00 ("Contract Amount").

Contractor shall submit an invoice upon completion of the Services.

Payment will be made to Contractor within 60 days of Final Acceptance. The Request for Payment shall be sent to:

**Bernie Rammer
City of Sheboygan
828 Center Ave.**

Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 7. Workmanship and Quality of Materials

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to

that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 8. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done.

The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 9. Access to Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 10. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 10 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 11. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 12. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City². The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 13. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 14. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

² In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 15. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.
- b. Commercial General Liability and Property Damage Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.
- c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City's Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 16. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 17. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 18. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 19. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 20. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless

specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 21. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 22. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 23. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 25. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 27. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 28. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
2. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 29. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, equipment, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

7. Definitions.

- a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

This Agreement Authorized by Resolution _____

EXHIBIT 1

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Asbestos

Contractor shall inform the City if they suspect any materials affected or impacted in any way by the services contain asbestos. No further activity on that material should occur until it has been determined through proper testing whether the material contains asbestos and appropriate steps are taken if asbestos is present. Any disturbance (including an accidental disturbance) of materials already identified as containing asbestos on the part of Contractor or approved subcontractor must be reported to the City immediately.

3. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

4. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

5. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
 - a. ICC Codes
 - b. National Electric Code
 - c. Wisconsin Administrative Code
 - d. National Fire Code
2. Industry Standards, Codes, and Specifications
 - a. AIEE – American Institute of Electrical Engineers
 - b. ANSI – American National Standards Institute
 - c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
 - d. ASME – American Society of Mechanical Engineers
 - e. ASTM – American Society of Testing Materials
 - f. IPCEA – Insulated Power Cable Engineers Association
 - g. NBS – National Bureau of Standards
 - h. NEMA – National Electrical Manufacturers Association
 - i. NFPA – National Fire Protection Association
 - j. OSHA – Occupational Safety and Health Act
 - k. UL – Underwriters Laboratories
 - l. MSS – Manufacturers Standardization Society
 - m. AISC – American Institute of Steel Construction
 - n. AWS – American Welding Society
 - o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

6. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

7. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

8. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

9. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

10. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

11. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

12. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

13. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is

incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

14. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

15. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

16. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

17. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

18. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. May 17, 2021.

Your Committee to whom was referred Res. No. 5-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Parm's Tree Service, Inc. for the removal of 676 tree stumps; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Open Matters

7.3

Res. No. 5 - 21 - 22. By Alderpersons Dekker and Perrella.
May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Parm's Tree Service, Inc. for the removal of 676 tree stumps.

WHEREAS, as a result of Emerald Ash Borer, the City has previously removed many City-owned trees throughout the City; and

WHEREAS, this has left stumps throughout the City; and

WHEREAS, the City wishes to contract with a private contractor to have 676 tree stumps removed and the sites restored (the "Work"); and

WHEREAS, the locations of the 676 tree stumps are specified in the attached Agreement; and

WHEREAS, the City has advertised for bids for the Work, which included detailed specifications for the Work; and

WHEREAS, the low bid was from Parm's Tree Service, Inc. in the amount of \$84,950; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached Agreement with Parm's Tree Service for the Work.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work pursuant to the terms of the attached Agreement as set forth below:

Account No. 26553000-631100

\$78,035.38

Account No. 48033170-631100

\$ 6,914.62

Dean Dikhe

Grantor Puckey

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
PARM'S TREE SERVICE, INC.**

FOR THE REMOVAL OF STUMPS THROUGHOUT THE CITY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Parm's Tree Service, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of numerous trees throughout the City; and

WHEREAS, as a result of Emerald Ash Borer, the City has previously removed many of those trees, which has left stumps throughout the City; and

WHEREAS, the City wishes to have specified stumps, identified in Exhibit 1 to this Agreement, removed from the City; and

WHEREAS, the City issued Request for Bids # 1994-21 to obtain bids from qualified providers of the services needed to remove the stumps and restore the ground following the removal of the trees ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the complete removal of the stumps specified in Exhibit 1 and the restoration of those sites (the "Services"). The Services shall conform to the most recent version of ANSI Z133.1.

Contractor shall provide all labor, machinery, equipment, licenses, permits¹, bonds, and travel expenses to safely and skillfully remove the stumps (the "Removal"), shall dispose of all materials from the Removal in a lawful manner (the "Disposal"), and shall cause all stumps remaining from the

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Removal to be ground to a depth of 9” below finished grade (the “Grinding”). Contractor shall also appropriately restore the locations of the stumps (the “Restoration”).

Removal: As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of the stumps. Contractor will contact Diggers Hotline at least three business days prior to removing any stumps. Stumps are to be ground to a minimum depth of at least 9” below grade. Surface roots beyond the main stump are to be removed to a depth of five inches below grade measured as a straight line (normal grade of sidewalk to top of curb). Raised parkway areas immediately adjacent to the stump shall also be ground out so that the finish grade matches the surrounding area. Thoroughly remove excess grindings to a minimum of six inches below grade of site.

Disposal: All logs, limbs, leaves, wood chips, and cord wood resulting from the removal of the stumps is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner. All wood and debris shall be removed from the street prior to the end of each working day.

Restoration: Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to assure future grass growth. Wood chips and soil thrown beyond the hole are to be promptly cleaned up. Holes and depressions are to be filled with at least 6” of screened topsoil free from stones, clay, clumps, and foreign matter as soon as practicable. Holes shall be filled to normal grade level. Soil placed into the hole is to be compacted to guard against depressions settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch is to be seeded with good quality grass seed free from excess weeds. The seed shall be lightly raked into the top layer of soil. A top coat of mulch is to be applied to assure good moisture retention and promote seed germination and grass growth. Should weather conditions not be conducive to assurance of seed germination, the Contractor will conduct a future seed application acceptable to the City’s Project Manager.

Before leaving the work area, Contractor will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on site. If mechanical equipment is used during clean-up, Contractor shall not drag buckets over sidewalks or curbs. Contractor shall blow, rake, sweep, and shovel – as appropriate – grindings from all private property, sidewalks, driveways, parkway panels, gutters, and streets.

Contractor shall remove all utility locate flags when the job is complete.

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Best practices will be used in the handling of ash trees known to have been infected with Emerald Ash Borer.

When a stump removal operation is in process, Contractor shall have a supervisor available who is knowledgeable about the work being performed. Such supervisor shall be authorized to receive

instructions from the City's Representative and to act upon such instructions, or to transmit such instructions to Contractor immediately. The supervisor must read, speak, and write English competently. The supervisor must have a mobile phone.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor must obtain all necessary information in regard to existing utilities. Contractor is responsible for coordinating disconnection of overhead utilities when such utilities will be or could possibly be adversely impacted during the Services. Possible utilities include Electric Power (Alliant Energy), Telephone Service (AT&T), and Cable Television (Spectrum), Wisconsin Public Service, and City of Sheboygan.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, public safety agencies, and all other property and residents that may be affected by Contractor's operations, at least three business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Contractor shall specifically use industry best practices with respect to handling ash trees known to have been infested with Emerald Ash Borer. The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates the City Forester as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City will have the Contractor dispose of ground materials consisting of soil, wood chips, sawdust and other natural materials at the City’s dump site in Kiwanis Park or at the City’s Municipal Service Building and shall pay Contractor for the Services an amount not to exceed \$84,950 as set forth below:

- Removal of 257 Stumps in Quadrant #1 (Northeast) \$32,250.00
- Removal of 123 Stumps in Quadrant #2 (Northwest) \$16,570.00
- Removal of 184 Stumps in Quadrant #3 (Southeast) \$22,750.00
- Removal of 112 Stumps in Quadrant #4 (Southwest) \$13,380.00

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays, or—to the extent stumps are at a City Park—when a formal rental of the respective park facility is in place.

Contractor shall complete the services on or before December 31, 2021, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Workmanship and Quality of Materials

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement.

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation

is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
David Biebel, Director of Public Works

BY: _____

DATE: _____

DATE: _____

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred Res. No. 6-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 6 - 21 - 22. By Alderpersons Mitchell and Dekker. May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated.

WHEREAS, the City of Sheboygan has historically obtained motor vehicles for its operational use by purchasing them; and

WHEREAS, frequently these purchases would be funded by the City's annual borrowing program; and

WHEREAS, in an effort to cost-effectively manage the City's costs (including maintenance costs) related to its motor vehicles, the Common Council of the City of Sheboygan finds that it is in the best interest of the City to enter into a lease arrangement with Enterprise FM Trust and Enterprise Fleet Management, Inc. (collectively "Enterprise"); and

WHEREAS, the initial intent is that this lease arrangement with Enterprise will be used to replace the Public Works Department's noncommercial vehicles; and

WHEREAS, it has been projected that the City could save more than \$750,000 over ten years by leasing the Public Works Department's noncommercial vehicles rather than purchasing them; and

WHEREAS, in the future it may be appropriate to expand this program to other departments.

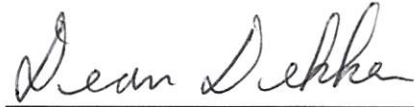
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. related to the lease, disposal, and maintenance of vehicles.

BE IT FURTHER RESOLVED: That the City Administrator is authorized to administer the lease program to the extent funds are appropriated. For the avoidance of doubt, this includes the authorization to - to the extent the Council appropriates funds - lease vehicles from Enterprise FM Trust (even if the cost of one lease individually or multiple leases collectively otherwise exceeds the City Administrator's spending authority), and the authorization to dispose of vehicles (including, if the City Administrator finds it is in the best interest of the City, pursuant to the Consignment Auction Agreement with Enterprise Fleet Management, Inc.).

BE IT FURTHER RESOLVED: That in administering the lease program, the City Administrator is directed to work with all relevant departments to ensure the operational needs of the City are met in the most cost-effective way possible.

FAP
PW

BE IT FURTHER RESOLVED: That, to the extent funds are appropriated by this Council and future Common Councils of the City, the appropriate City officials are hereby authorized to draw funds from the appropriate accounts in payment of the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.





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

Service Agreement

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Sheboygan (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

1. Recalculation of Rent: In the event that the Maintenance Agreement with Enterprise is cancelled, pursuant to the terms of that Maintenance Agreement, with respect to one or more Vehicles, the Total Monthly Rental Including Additional Services which CUSTOMER is contractually obligated to pay shall be immediately recalculated to reflect the fact that the charge for maintenance services has been removed.

a. Proof of recalculation should be reviewed on a Revised Lease Schedule for each lease that will be available 48 hours after recalculation of rent via website or email if requested to be sent by email.

2. Notices: Any written notice that is required to be sent to Enterprise shall be sent to the address below:

- a. Enterprise Fleet Management, Inc.
S17W22650 Lincoln Ave
Waukesha, WI 53186

3. For the avoidance of doubt, as of the Execution Date, there are five subsidiaries of Crawford Group:

- a. Enterprise Holdings, Inc.
- b. Clayton Corporate Park Management Co.
- c. Clayton Venture Group, LLC.
- d. Enterprise Fleet Management, Inc.
- e. Enterprise FM Trust

4. Wholesale Vehicle Expenses: Expenses required to sell a CUSTOMER's vehicle pursuant to the Consignment Auction Agreement will be communicated to CUSTOMER prior to selling that vehicle. This will be communicated via phone or email and will required CUSTOMER to respond with approval or rejection within one business day of communication.

City of Sheboygan

By: _____

Title: _____

Date signed: _____

Enterprise Fleet Management, Inc.

By: _____

Title: _____

Date signed: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____



FLEET MANAGEMENT

INDEMNITY AGREEMENT

This Agreement is entered into as of the ___ day of May, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Sheboygan.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Sheboygan from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Sheboygan may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Sheboygan and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Sheboygan have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Sheboygan

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Please complete all applicable items.

Company Name _____ ("Credit Applicant") DBA Name _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Ownership: LLC Partnership Sole Proprietorship C-Corp S-Corp Non-Profit
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

FLEET MANAGER CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accounting/CPA Firm _____ Email Address _____ Phone # _____
 Has Credit Applicant, or any principal involved in Credit Applicant, ever filed for protection under bankruptcy laws? Yes No
 If yes, please explain: _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Purchasing Leasing Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ SSN / FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name Title

Signature Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

California Disclosure - The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and **City of Sheboygan** (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions.
- B. The CUSTOMER is a municipal corporation in Sheboygan County, Wisconsin.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale or at auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates if vehicle isn't safely drivable.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by Enterprise, its parent, employees or agents.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession to bring vehicle

back to fair market value; or (2) the negative impact to the fair market value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Governing Law: This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of laws principles).
20. Counterparts: This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Enterprise will be the original Agreement for purposes of applicable law.
21. Open Records: During the term of this Agreement and for seven (7) years thereafter, Enterprise will keep true and accurate books and records relating to CUSTOMER and this Agreement and its performance hereunder (collectively, "Records"). At CUSTOMER'S request, Enterprise will (a) provide CUSTOMER with access to, and permit CUSTOMER to examine, the Records, which may be accomplished, at CUSTOMER option, through electronic means, the delivery of copies of the requested Records to CUSTOMER'S designated address or onsite at Enterprise's facilities. CUSTOMER may make and retain copies of all Records examined regardless of which method of access to Records CUSTOMER selects and may document the results of any inspection or audit.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck over the one ton classification or greater, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to read as follows:

Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather

EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT. All warranties made by any service provider, vendor and/or dealership for a Vehicle are hereby assigned by EFM to Lessee for the applicable Term and Lessee's only remedy, if any, is against the service provider, vendor or dealership.

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provided with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin (without reference to conflict of law principles). This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by EFM will be the original agreement for purposes of applicable law.

Section 11 and 12 are additional paragraphs to the Maintenance Agreement and read as follows:

Section 11: NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, EFM shall be paid all rentals due and owing hereunder up until the actual day of termination.

Section 12: Open Records: During the term of this Agreement and for seven (7) years thereafter, EFM will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, EFM will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at EFM's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed



FLEET MANAGEMENT

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. The parties' intent is that this Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(a) of the Master Equity Lease Agreement is amended to read as follows:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise)

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the

applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the good faith judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and shall use all reasonable efforts to cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee within the Lessee's county limits and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, third party delivery fee, purchase fee, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 8(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the maintenance expense for the Vehicle(s) covered by such Schedule are subject to and governed by a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

Section 9 of the Master Equity Lease Agreement is amended to read as follows:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE HAS THREE (3) BUSINESS DAYS AFTER DELIVERY TO INSPECT THE VEHICLE AND IF LESSOR IS NOT NOTIFIED OF ANY REJECTION, THE DELIVERY IS CONSIDERED ACCEPTED. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A

MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only warranty claim remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee, except to the extent caused by the gross negligence or willful misconduct of Servicer or any other agent of Lessor. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor and/or applicable insurance carrier to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$2,500 per occurrence - Collision and \$2,500 per occurrence - Comprehensive).

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) with an appropriate escort within secured areas during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for twenty (20) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use

(as determined by mutually by Lessor and Lessee); (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises with an appropriate escort within secured areas where the Vehicles may be located and to remove and repossess the Vehicles in compliance with applicable laws of the State of Wisconsin; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver by any party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which such party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of law principles).


FLEET MANAGEMENT

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right seek reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Section 20 is an additional paragraph to the Master Equity Lease Agreement and reads as follows:

Open Records: During the term of this Agreement and for seven (7) years thereafter, Servicer will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, Servicer will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at Servicer's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. May 17, 2021.

Your Committee to whom was referred Res. No. 6-21-22 by Alderpersons Mitchell and Dekker authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

7.4

Res. No. 6 - 21 - 22. By Alderpersons Mitchell and Dekker. May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated.

WHEREAS, the City of Sheboygan has historically obtained motor vehicles for its operational use by purchasing them; and

WHEREAS, frequently these purchases would be funded by the City's annual borrowing program; and

WHEREAS, in an effort to cost-effectively manage the City's costs (including maintenance costs) related to its motor vehicles, the Common Council of the City of Sheboygan finds that it is in the best interest of the City to enter into a lease arrangement with Enterprise FM Trust and Enterprise Fleet Management, Inc. (collectively "Enterprise"); and

WHEREAS, the initial intent is that this lease arrangement with Enterprise will be used to replace the Public Works Department's noncommercial vehicles; and

WHEREAS, it has been projected that the City could save more than \$750,000 over ten years by leasing the Public Works Department's noncommercial vehicles rather than purchasing them; and

WHEREAS, in the future it may be appropriate to expand this program to other departments.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. related to the lease, disposal, and maintenance of vehicles.

BE IT FURTHER RESOLVED: That the City Administrator is authorized to administer the lease program to the extent funds are appropriated. For the avoidance of doubt, this includes the authorization to - to the extent the Council appropriates funds - lease vehicles from Enterprise FM Trust (even if the cost of one lease individually or multiple leases collectively otherwise exceeds the City Administrator's spending authority), and the authorization to dispose of vehicles (including, if the City Administrator finds it is in the best interest of the City, pursuant to the Consignment Auction Agreement with Enterprise Fleet Management, Inc.).

BE IT FURTHER RESOLVED: That in administering the lease program, the City Administrator is directed to work with all relevant departments to ensure the operational needs of the City are met in the most cost-effective way possible.

F&P
PW

BE IT FURTHER RESOLVED: That, to the extent funds are appropriated by this Council and future Common Councils of the City, the appropriate City officials are hereby authorized to draw funds from the appropriate accounts in payment of the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.





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

Service Agreement

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Sheboygan (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

1. Recalculation of Rent: In the event that the Maintenance Agreement with Enterprise is cancelled, pursuant to the terms of that Maintenance Agreement, with respect to one or more Vehicles, the Total Monthly Rental Including Additional Services which CUSTOMER is contractually obligated to pay shall be immediately recalculated to reflect the fact that the charge for maintenance services has been removed.

a. Proof of recalculation should be reviewed on a Revised Lease Schedule for each lease that will be available 48 hours after recalculation of rent via website or email if requested to be sent by email.

2. Notices: Any written notice that is required to be sent to Enterprise shall be sent to the address below:

- a. Enterprise Fleet Management, Inc.
S17W22650 Lincoln Ave
Waukesha, WI 53186

3. For the avoidance of doubt, as of the Execution Date, there are five subsidiaries of Crawford Group:

- a. Enterprise Holdings, Inc.
- b. Clayton Corporate Park Management Co.
- c. Clayton Venture Group, LLC.
- d. Enterprise Fleet Management, Inc.
- e. Enterprise FM Trust

4. Wholesale Vehicle Expenses: Expenses required to sell a CUSTOMER's vehicle pursuant to the Consignment Auction Agreement will be communicated to CUSTOMER prior to selling that vehicle. This will be communicated via phone or email and will required CUSTOMER to respond with approval or rejection within one business day of communication.

City of Sheboygan

By: _____

Title: _____

Date signed: _____

Enterprise Fleet Management, Inc.

By: _____

Title: _____

Date signed: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Lessee _____

INDEMNITY AGREEMENT

This Agreement is entered into as of the ___ day of May, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Sheboygan.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Sheboygan from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Sheboygan may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Sheboygan and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Sheboygan have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Sheboygan

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ SSN / FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract), because all or part of Credit Applicant's income derives from any public assistance program, or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request. EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

California Disclosure - The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and **City of Sheboygan** (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions.
- B. The CUSTOMER is a municipal corporation in Sheboygan County, Wisconsin.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale or at auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates if vehicle isn't safely drivable.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by Enterprise, its parent, employees or agents.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession to bring vehicle

back to fair market value; or (2) the negative impact to the fair market value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Governing Law: This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of laws principles).
20. Counterparts: This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Enterprise will be the original Agreement for purposes of applicable law.
21. Open Records: During the term of this Agreement and for seven (7) years thereafter, Enterprise will keep true and accurate books and records relating to CUSTOMER and this Agreement and its performance hereunder (collectively, "Records"). At CUSTOMER'S request, Enterprise will (a) provide CUSTOMER with access to, and permit CUSTOMER to examine, the Records, which may be accomplished, at CUSTOMER option, through electronic means, the delivery of copies of the requested Records to CUSTOMER'S designated address or onsite at Enterprise's facilities. CUSTOMER may make and retain copies of all Records examined regardless of which method of access to Records CUSTOMER selects and may document the results of any inspection or audit.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck over the one ton classification or greater, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to read as follows:

Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather

EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT. All warranties made by any service provider, vendor and/or dealership for a Vehicle are hereby assigned by EFM to Lessee for the applicable Term and Lessee's only remedy, if any, is against the service provider, vendor or dealership.

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provided with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin (without reference to conflict of law principles). This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by EFM will be the original agreement for purposes of applicable law.

Section 11 and 12 are additional paragraphs to the Maintenance Agreement and read as follows:

Section 11: NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, EFM shall be paid all rentals due and owing hereunder up until the actual day of termination.

Section 12: Open Records: During the term of this Agreement and for seven (7) years thereafter, EFM will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, EFM will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at EFM's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed



FLEET MANAGEMENT

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. The parties' intent is that this Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(a) of the Master Equity Lease Agreement is amended to read as follows:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise)

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the

applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the good faith judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and shall use all reasonable efforts to cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee within the Lessee's county limits and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, third party delivery fee, purchase fee, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 8(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the maintenance expense for the Vehicle(s) covered by such Schedule are subject to and governed by a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

Section 9 of the Master Equity Lease Agreement is amended to read as follows:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE HAS THREE (3) BUSINESS DAYS AFTER DELIVERY TO INSPECT THE VEHICLE AND IF LESSOR IS NOT NOTIFIED OF ANY REJECTION, THE DELIVERY IS CONSIDERED ACCEPTED. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A

MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only warranty claim remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee, except to the extent caused by the gross negligence or willful misconduct of Servicer or any other agent of Lessor. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor and/or applicable insurance carrier to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$2,500 per occurrence - Collision and \$2,500 per occurrence - Comprehensive).

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) with an appropriate escort within secured areas during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for twenty (20) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use

(as determined by mutually by Lessor and Lessee); (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises with an appropriate escort within secured areas where the Vehicles may be located and to remove and repossess the Vehicles in compliance with applicable laws of the State of Wisconsin; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver by any party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which such party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right seek reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Section 20 is an additional paragraph to the Master Equity Lease Agreement and reads as follows:

Open Records: During the term of this Agreement and for seven (7) years thereafter, Servicer will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, Servicer will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at Servicer's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

IX

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. May 17, 2021.

Your Committee to whom was referred Gen. Ord. No. 1-21-22 by Alderpersons Dekker and Perrella removing the one-way street designation for S. 14th Street between Georgia Avenue and Broadway Avenue; recommends adopting the Ordinance.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~A~~

6.1

Gen. Ord. No. 1 - 21 - 22. By Alderpersons Dekker and Perrella.
May 3, 2021.

AN ORDINANCE removing the one-way street designation for S. 14th Street between Georgia Avenue and Broadway Avenue.

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

Section 1. South 14th Street, between Georgia Avenue and Broadway Avenue, shall be a two-way street.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the aforementioned traffic regulation.

Section 3. 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.

PW

Gracia Perrella
Dean Dekker

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

IX

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. May 17, 2021.

Your Committee to whom was referred Gen. Ord. No. 2-21-22 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays, to the north side of Erie Avenue between N. 8th Street and N. 9th Street; recommends adopting the Ordinance.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

A

6.2

Gen. Ord. No. 2 - 21 - 22. By Alderpersons Dekker and Perrella.
May 3, 2021.

AN ORDINANCE creating parking limits so as to add a two-hour parking limit, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays, to the north side of Erie Avenue between N. 8th Street and N. 9th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on the north side of Erie Avenue from the west curb line of N. 8th Street to the east curb line of N. 9th Street shall be limited to two hours, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. 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.

Grantor Puella
Dean Dekker

PW

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

VI

R. C. No. _____ - 21 - 22. By COMMITTEE OF THE WHOLE. May 17, 2021.

At its meeting on May 3, 2021, your Committee made a recommendation to the Common Council to give the Mayor, Director of Planning and Development, and the City Administrator direction to meet with the SCEDC, State officials, and local businesses to develop a sense on what they are seeing and hearing. Also, to recommend the Mayor, Director of Planning and Development, and the City Administrator return to a future council meeting to give a presentation on the findings from businesses in regards to housing and partnership with the City and provide recommendations on future committee formations and possible mission statements.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Consumer Operations, LLC and Georgia-Pacific Corrugated, LLC v. Wisconsin Department of Revenue.

CITY CLERK

MAY 7 '21 AM 11:46

STATE OF WISCONSIN
TAX APPEALS COMMISSION

GEORGIA-PACIFIC CONSUMER OPERATIONS LLC, DOCKET NO. 21-MP-255,
21-MP-256, 21-MP-257,
AND 21-MP-258, 21-MP-260

GEORGIA-PACIFIC CORRUGATED, LLC DOCKET NO. 21-MP-259

Petitioners,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters
as follows:

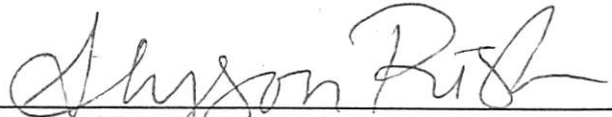
Items Received: Petitions
Date Received: May 5, 2021
By: Ordinary Mail
Filing Fees Received: 6 \$25

The docket numbers shown above are assigned to these matters and should
be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of
the Wisconsin Department of Revenue and the clerk of the municipality listed on the
Notices of Determination.

Dated at Madison, Wisconsin, this 5th day of May, 2021.

WISCONSIN TAX APPEALS COMMISSION



Alyson Rish, Clerk
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

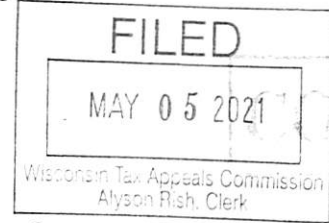
cc: Attorney Kristina E. Sommers
Meredith Debruin w/enc.
Kris Teske w/enc.
Stephanie Cheslock w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

GEORGIA-PACIFIC CORRUGATED LLC, PETITIONER
APPEAL NO. 81-255-PPO-20
STATE IDENTIFICATION NO. 81-59-281-P-000013314

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT



TO:
GEORGIA-PACIFIC CORRUGATED LLC
TAX DEPT
PO BOX 105681
ATLANTA GA 30348-5681

AND:
MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed account has been reviewed by the State Board of Assessors pursuant to sec. 70.995 (8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	<u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u>	<u>REVISED 2020 FULL VALUE ASSESSMENT</u>	<u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u>	<u>REVISED 2020 EQUATED VALUE ASSESSMENT</u>
Boats & Watercraft	\$ 0	No Change	\$ 0	No Change
Machinery & Equipment	\$521,500	No Change	\$422,800	No Change
Furniture & Fixtures	\$87,100	No Change	\$70,600	No Change
All Other	\$17,900	No Change	\$14,500	No Change
Buildings on Leased Land	\$ 0	No Change	\$ 0	No Change
Total	\$626,500	No Change	\$507,900	No Change

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. There is no refund of property tax.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission (TAC) of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

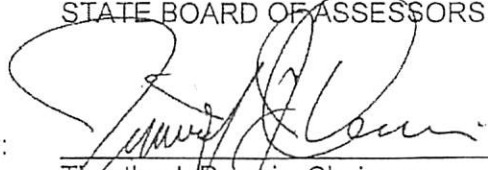
Wisconsin Tax Appeals Commission
5005 University Ave., Suite 110
Madison, WI 53705
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 8th day of March 2021.

cc: Don Millis, Agent for Owner
Alyson Rish (TAC)
Green Bay Manufacturing & Utility District Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: 
Timothy J. Drascic, Chairman

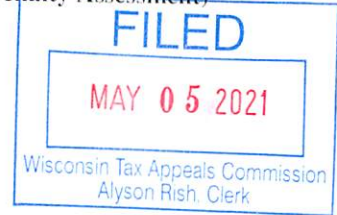
Georgia-Pacific Corrugated LLC
 P.O. Box 105681
 Atlanta, GA 30348-5681

PETITION FOR REVIEW OF
 DETERMINATION BY STATE BOARD OF
 ASSESSORS FOR MANUFACTURING
 PROPERTY
 (Personal Property Assessment)
 (~~Real Property Assessment~~)
 (~~Manufacturing Penalty Assessment~~)

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8907
 MADISON, WISCONSIN 53708
 Respondent.



21-MP-259

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 8, 2021

1. Full name, address & telephone number of petitioner: Georgia-Pacific Corrugated LLC Attn: Sasha Oberbeck - Tax Dept. P.O. Box 105681 Atlanta, GA 30348-5681	2. Computer nos. shown on Assessment notice: 81-59-281-P-000013314
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3. Address of personal property: 1927 Erie Avenue	4. Assessment date: 06/08/2020
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5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)													
<table border="1"> <tr> <td>Manufacturer's stock</td> <td>Furniture & fixtures</td> </tr> <tr> <td></td> <td>\$87,100</td> </tr> <tr> <td>Boats & watercraft</td> <td>All others</td> </tr> <tr> <td></td> <td>\$17,900</td> </tr> <tr> <td>Machinery & equipment</td> <td>Total value</td> </tr> <tr> <td>\$521,500</td> <td>\$626,500</td> </tr> </table>	Manufacturer's stock	Furniture & fixtures		\$87,100	Boats & watercraft	All others		\$17,900	Machinery & equipment	Total value	\$521,500	\$626,500	
Manufacturer's stock	Furniture & fixtures												
	\$87,100												
Boats & watercraft	All others												
	\$17,900												
Machinery & equipment	Total value												
\$521,500	\$626,500												

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)							
<table border="1"> <tr> <td>Land</td> <td></td> </tr> <tr> <td>Improvement</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Land		Improvement		Total		
Land							
Improvement							
Total							

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.
 The personal property assessment includes property that is exempt, is over assessed, and/or which had been disposed prior to the assessment date.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

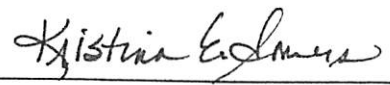
Land	
Improvements	
Total	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures \$64,729
Boats & watercraft	All others \$17,800
Machinery & equipment \$111,005	Total value \$193,534

11. Was subject property appraised within the past 5 years? Yes No
 If Yes
 A. Date of appraisal:
 B. Appraised value:
 C. Name and address of appraiser:
 D. Will testimony concerning this appraisal be presented at the hearing?
 Yes No
 E. If so, will a copy of the appraisal be offered? Yes No
 F. Will comparable sales be offered as evidence at the hearing?
 Yes No
 If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:
 Don M. Millis, Kristina E. Somers, Sara R. Rapkin, Shawn E. Lovell, and Karla M. Nettleton
 Reinhart Boerner Van Deuren s.c.
 22 E. Mifflin Street, Suite 700, Madison, WI 53703

Signature of owner/representative:


This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: May 4, 2021

II

R. O. No. _____ - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a claim from Zachary D. Brill for alleged damages to his vehicle when driving through construction area on North Taylor Drive.

CITY CLERK

DATE RECEIVED

5-10-2021

RECEIVED BY

MKC

CLAIM NO.

1521

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 10 '21 PM 12:41

- 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: Zachary D Brill
- 2. Home address of Claimant: 707 Greendale Road Sheboygan WI 53081
- 3. Home phone number: 920-226-4346
- 4. Business address and phone number of Claimant: 3400 S Business drive Sheboygan, WI 53081 459-6850
- 5. When did damage or injury occur? (date, time of day) May 3rd Evening
- 6. Where did damage or injury occur? (give full description) North bound on Taylor Drive just north of Saemann Ave in the right hand lane.
- 7. How did damage or injury occur? (give full description) Driving north on Taylor drive just north of Saemann ave I hit some sharp uneven concrete and large pieces of concrete. This was enough to bend aluminum rims
- 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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
- 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: North bound lane of North Taylor Drive, just north of Saemann Ave.
 - (b) Claimant's statement of basis for such liability: Road was under construction but no signs to indicate that using this open lane could cause damage to your vehicle.

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").

"No injuries" Right front and right rear aluminum rims were bent due to sharp impact

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

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

Auto:	\$	<u>915.72</u>
Property:	\$	_____
Personal injury:	\$	_____
Other: (Specify below)	\$	_____
TOTAL		\$ <u>915.72</u>

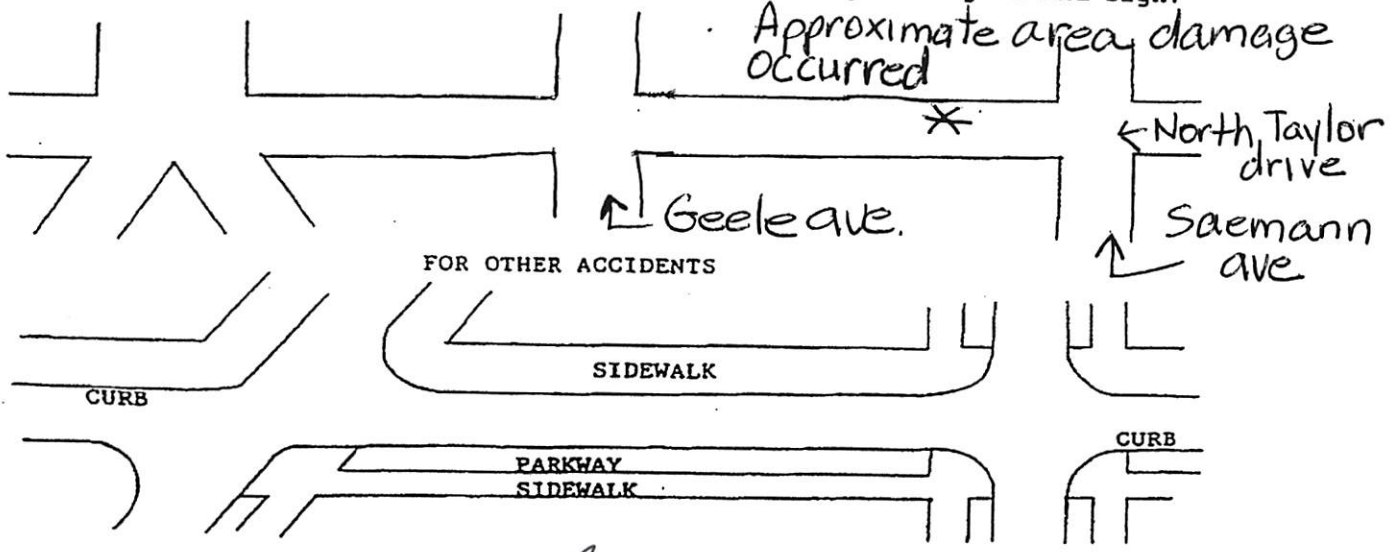
Damaged vehicle (if applicable)

Make: Chevrolet Model: Impala Year: 2017 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Jeff Brill
707 Greendale Road Sheboygan WI 53081

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

Jeff Brill

DATE

5/10/21

DATE RECEIVED 5-10-2021

RECEIVED BY M/KC

CLAIM NO. 1-21

CLAIM

Claimant's Name: <u>Zachary D. Brill</u>	Auto	\$ <u>915.72</u>
Claimant's Address: <u>707 Greendale Rd</u>	Property	\$ _____
<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No. _____	Other (Specify below)	\$ _____
	TOTAL	\$ <u>915.72</u>

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 \$ 915.72.

SIGNED Zak Brill DATE: 5/10/2021

ADDRESS: 707 Greendale Road Sheboygan WI 53081

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



0101ICVCS972826

CUSTOMER No. 031		ADVISOR ZAK BRILL	TAG No. 1326	INVOICE DATE 05/07/21	CELL: 920-226-4346	INVOICE No. CVCS972826
ZACHARY D BRILL 707 GREENDALE ROAD SHEBOYGAN, WI 53081		LABOR RATE	LICENSE No. 14546	MILEAGE 63,520	COLOR BLUE VELVET	STOCK No. Z4305
BRILLZAK@GMAIL.COM		YEAR / MAKE / MODEL 17/CHEVROLET/IMPALA/IMPALA 1LT		DELIVERY DATE	DELIVERY MILES 22	
RESIDENCE PHONE 920-226-4346		BUSINESS PHONE 920-459-6020		VEHICLE I.D. No. 2 G 1 1 0 5 S 3 9 H 9 1 0 1 9 2 8	SELLING DEALER NO.	PRODUCTION DATE
F.T.E. No.		P.O. No.		R.O. DATE 05/05/21		
COMMENTS		MO: 63521				

JOB# 1 CHARGES-----

LABOR-----

J# 1 21CVZ	WHEELS/TIRES	TECH(S): 979	36.00
REPLACE BENT AND DAMAGED PASSENGER FRONT AND PASSENGER REAR WHEELS			

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	LIST PRICE-	UNIT PRICE-	PRICE-
	2	6666	VALVE STE	3.00	3.00	6.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
TOTAL - PARTS						831.98

JOB# 1 TOTALS-----

LABOR	36.00
PARTS	831.98

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX CVCS	JOB# 1 TOTAL	867.98
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LABOR-----

J# 2 24CVZ06	MULTIPOINT INSPECT	TECH(S): 979	0.00
MULTIPOINT VEHICLE INSPECTION			
MULTIPOINT VEHICLE INSPECTION			
Multi-Point Vehicle Inspection (see MPI sheet) All			

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX CVCS	JOB# 2 TOTAL	0.00
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ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$915.72 (+TAX)



0101ICVCS972826

CELL 920-226-4346

CUSTOMER No. 031		ADVISOR ZAK BRILL	TAG No. 1326	INVOICE DATE 05/07/21	INVOICE No. CVCS972826
ZACHARY D BRILL 707 GREENDALE ROAD SHEBOYGAN, WI 53081		LABOR RATE	LICENSE No. 14546	MILEAGE 63,520	COLOR BLUE VELVET
		YEAR / MAKE / MODEL 17/CHEVROLET/IMPALA/IMPALA 1LT	DELIVERY DATE		STOCK No. Z4305
BRILLZAK@GMAIL.COM		VEHICLE I.D. No. 2 G 1 1 0 5 S 3 9 H 9 1 0 1 9 2 8		DELIVERY MILES 22	PRODUCTION DATE
RESIDENCE PHONE 920-226-4346	BUSINESS PHONE 920-459-6020	F. T. E. No.		P.O. No.	R.O. DATE 05/05/21
COMMENTS					MO: 63521

TOTALS-----

 * [] CASH [] CREDIT CARD [] CHARGE *

HOME OF THE EXCLUSIVE
 SHEBOYGAN LIFETIME POWERTRAIN WARRANTY
 ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK
 SEE SALES FOR DETAILS

TOTAL LABOR.... 36.00
 TOTAL PARTS.... 831.98
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC 0.00
 TOTAL TAX..... 47.74

TOTAL INVOICE \$ 915.72

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED
 LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY
 REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts



Certified Service

SERVICE 920 459-6850 (TOLL FREE) 888 459-6850
SALES 920 459-6840 (TOLL FREE) 800 459-6840
PARTS: 920 459-6845 (TOLL FREE) 888 459-6845
BODY SHOP 920 459-6855 (TOLL FREE) 888 459-6855

www.sheboyganauto.com

CELL: 920-226-4346

CUSTOMER NO. 031	ADVISOR ZAK BRILL	TAG NO. 031 1326	INVOICE DATE 05/07/21	INVOICE NO. CVCS972826
ZACHARY D BRILL 707 GREENDALE ROAD SHEBOYGAN, WI 53081 BRILLZAK@GMAIL.COM	LICENSE NO. 14546	MILEAGE 63,520	COLOR BLUE VELVET	STOCK NO. Z4305
	YEAR / MAKE / MODEL 17/CHEVROLET/IMPALA/IMPALA 1LT		DELIVERY DATE	DELIVERY MILES 22
	VEHICLE I.D. NO. 2 G 1 1 0 5 S 3 9 H 9 1 0 1 9 2 8		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/05/21	
RESIDENCE PHONE 920-226-4346	BUSINESS PHONE 920-459-6020	COMMENTS MO: 63521		

TOTALS

*****	TOTAL LABOR....	36.00
* [] CASH [] CREDIT CARD [X] CHARGE *	TOTAL PARTS....	831.98
*****	TOTAL SUBLET...	0.00
HOME OF THE EXCLUSIVE	TOTAL G.O.G....	0.00
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY	TOTAL MISC CHG.	0.00
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK	TOTAL MISC DISC	0.00
SEE SALES FOR DETAILS	TOTAL TAX.....	47.74
	TOTAL INVOICE \$	915.72

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON

SALES

MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE

SCC

VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

Thank you for giving Sheboygan Chevrolet, Buick, GMC, Cadillac the opportunity to service your vehicle. In the near future, you will receive a Service Survey from General Motors regarding today's service.

Please answer the questions (ESPECIALLY QUESTION #16) completely satisfied, and return the survey to General Motors. The survey is your Service Advisor's and Sheboygan Chevrolet, Buick, GMC, Cadillac's report card and is extremely important to us. If you are not completely satisfied, please contact your Service Advisor as soon as possible and we will rectify the matter at your convenience.

Sincerely,
Jeff Brill
 Service Manager



Service Satisfaction Survey

Our records indicate that you had your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac. Our goal is for you to be completely satisfied. Please take a few minutes to complete both sides of this questionnaire about our dealership's personnel and services. Your response is very important to us and will be used to direct our continued efforts toward meeting the highest expectations of our customer. Thank you for having your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac.

About your GM Dealership's Service Department

- | | | | | | |
|--|-------------------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|
| 1. How satisfied were you with the convenience of the Service Department's hours? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Were services available to you on both an appointment and non-appointment basis? | Yes | No | Does Not Apply/Not Required | Don't Know | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. When arriving for service, were you greeted promptly? | | | | | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. How satisfied were you that all dealership personnel treated you in a courteous, fair, and professional manner? | | | | | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

About your Service Consultant/Advisor

- | | | | | | |
|--|-------------------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|
| 5. How satisfied were you that your Service Consultant took enough time to thoroughly understand your service request? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Were you offered transportation options? | Yes | No | Does Not Apply/Not Required | Don't Know | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. How satisfied were you with the explanation you were given of all services performed? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Summing Up Your Experience

- | | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 16. Based on this service visit, overall, how satisfied are you with Sheboygan Chevrolet, Buick, GMC, Cadillac? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Would you recommend this dealership for service? | Definitely Would | Probably Would | Might or Might Not | Probably Not | Definitely Not |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

Anything Else Is A Failing Grade

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts



Certified Service

SERVICE 920 459-6850 888 459-6850 (TOLL FREE)	SALES 920 459-6840 800 459-6840 (TOLL FREE)	PARTS: 920 459-6845 888 459-6845 (TOLL FREE)	BODY SHOP 920 459-6855 888 459-6855 (TOLL FREE)
--	--	---	--

www.sheboyganauto.com

CELL: 920-226-4346

CUSTOMER NO. 031	ADVISOR ZAK BRILL	TAG NO. 031 1326	INVOICE DATE 05/07/21	INVOICE NO. CVCS972826
ZACHARY D BRILL 707 GREENDALE ROAD SHEBOYGAN, WI 53081 BRILLZAK@GMAIL.COM	LICENSE NO. 14546	MILEAGE 63,520	COLOR BLUE VELVET	STOCK NO. Z4305
	YEAR / MAKE / MODEL 17/CHEVROLET/IMPALA/IMPALA 1LT		DELIVERY DATE	DELIVERY MILES 22
	VEHICLE I.D. NO. 2 G 1 1 0 5 S 3 9 H 9 1 0 1 9 2 8		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/05/21	
RESIDENCE PHONE 920-226-4346	BUSINESS PHONE 920-459-6020	COMMENTS MO: 63521		

JOB# 1 CHARGES-----

LABOR-----

J# 1 21CVZ	WHEELS/TIRES	TECH(S):979	36.00
REPLACE BENT AND DAMAGED PASSENGER FRONT AND PASSENGER REAR WHEELS			

PARTS-----	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	2	6666	VALVE STE	3.00	3.00	6.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
	1	9599033	WHEEL 5.803	462.99	462.99	462.99
	-1	9599033	CORE RETURN	50.00	50.00	-50.00
TOTAL - PARTS						831.98

JOB# 1 TOTALS-----

LABOR	36.00
PARTS	831.98

JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL 867.98

JOB# 2 CHARGES-----

LABOR-----

J# 2 24CVZ06	MULTIPOINT INSPECT	TECH(S):979	0.00
MULTIPOINT VEHICLE INSPECTION MULTIPOINT VEHICLE INSPECTION Multi-Point Vehicle Inspection (see MPI sheet) All			

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$915.72 (+TAX)

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON

SALES

MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM



VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

Thank you for giving Sheboygan Chevrolet, Buick, GMC, Cadillac the opportunity to service your vehicle. In the near future, you will receive a Service Survey from General Motors regarding today's service.

Please answer the questions (ESPECIALLY QUESTION #16) completely satisfied, and return the survey to General Motors. The survey is your Service Advisor's and Sheboygan Chevrolet, Buick, GMC, Cadillac's report card and is extremely important to us. If you are not completely satisfied, please contact your Service Advisor as soon as possible and we will rectify the matter at your convenience.

Sincerely,
Jeff Brill
 Service Manager



Service Satisfaction Survey

Our records indicate that you had your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac. Our goal is for you to be completely satisfied. Please take a few minutes to complete both sides of this questionnaire about our dealership's personnel and services. Your response is very important to us and will be used to direct our continued efforts toward meeting the highest expectations of our customer. Thank you for having your vehicle serviced at Sheboygan Chevrolet, Buick, GMC, Cadillac.

About your GM Dealership's Service Department

- | | | | | | |
|--|-------------------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|
| 1. How satisfied were you with the convenience of the Service Department's hours? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Were services available to you on both an appointment and non-appointment basis? | Yes | No | Does Not Apply/Not Required | Don't Know | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. When arriving for service, were you greeted promptly? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. How satisfied were you that all dealership personnel treated you in a courteous, fair, and professional manner? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

About your Service Consultant/Advisor

- | | | | | | |
|--|-------------------------------------|--------------------------|-----------------------------|--------------------------|--------------------------|
| 5. How satisfied were you that your Service Consultant took enough time to thoroughly understand your service request? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Were you offered transportation options? | Yes | No | Does Not Apply/Not Required | Don't Know | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. How satisfied were you with the explanation you were given of all services performed? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Summing Up Your Experience

- | | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 16. Based on this service visit, overall, how satisfied are you with Sheboygan Chevrolet, Buick, GMC, Cadillac? | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Would you recommend this dealership for service? | Definitely Would | Probably Would | Might/Might Not | Probably Not | Definitely Not |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Anything Else Is A Failing Grade



GM MPVI

Customer Name: ZACHARY D BRILL

Vehicle Year/Model: 17 CHEVROLET IMPALA

Date/Time: 05/07/2021 10:53:16

Phone: (H) (920) 226-4346

VIN: 2G1105S39H9101928

Odometer: 63520

Service Advisor: ZAK BRILL

Technician: DALE CRABB

RO: 972826

Tag: 1326

INSPECTION RESULT - OK	WILL REQUIRE FURTHER ATTENTION	REQUIRES IMMEDIATE ATTENTION
------------------------	--------------------------------	------------------------------

Green Yellow Red Serviced

<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Engine oil	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Oil life monitor	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Exterior lights	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Wiper blade-driver	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Wiper blade-passenger	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Wiper blade-rear	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Windshield condition	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Battery condition	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Battery cables & connections	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- engine oil	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- transmission	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- drive axle	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- transfer case	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- engine cooling system	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- power steering	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- fuel system	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- brake fluid reservoir	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Visible leak- windshield washer fluid	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect safety belt components	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect exhaust system	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect passenger compartment air filter	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect engine air filter	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect hoses	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect belts	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect shocks and struts	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect steering components	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect axle boots or driveshaft and u-joints	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Check horn operation	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Check ignition lock	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Check evaporative control system	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ONSTAR ACTIVE	<input type="checkbox"/>

Front / Rear Brake Linings

LF	<input type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red		RF	<input type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red
LR	<input type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red		RR	<input type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red

Serviced
 Inspection Not Taken

More than 50% remaining
20% to 50% remaining
Less than 20% remaining

Check Tires / Tread Depth

LF	<input checked="" type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red		RF	<input checked="" type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red
LR	<input checked="" type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red		RR	<input checked="" type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Red

Serviced

7/32" or Greater
4/32" to 6/32"
3/32" or Less

Check Battery Performance

	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Bad	<input type="checkbox"/> Serviced
--	---	-----------------------------------

Actual Cold Cranking Amps

Factory Cold Cranking Amps

Cleveland Auto Sales & Salvage
 1486 North Ave.
 Cleveland, WI 53015-1417
 (920) 693-8115 Fax: (920) 693-3682

Reference Number	Date
134810	05/10/2021 09:37:20
PO Number	Customer Number
	4596840

[Quoted text hidden]

Quantity	Description	Unit Price	Ext Price
2	560-05711 WHEEL Requested:2017 IMPALANEW; IMPALA 17-20 19x8-1/2, painted silver (opt RT9)	\$402.50	\$805.00
Notes: Quoted prices are subject to change.			
		Totals	
		Freight Discount	
		Taxable	\$0.00
		Non Tax	\$805.00
		Total Tax	\$0.00
Received By:		Quote Amt	\$805.00

cores per wheel

- + \$50 core = \$855.00
- + \$50 core = \$905.00
- + valve stems
- + labor Mount + Balance

Cleveland Auto Sales & Salvage
 1486 North Ave.
 Cleveland, WI 53015-1417
 (920) 693-8115 Fax: (920) 693-3682

Reference Number	Date
134810	05/10/2021 09:37:20
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Notes: Quoted prices are subject to change.			
		Totals	
		Freight Discount	
		Taxable	\$0.00
		Non Tax	\$805.00
		Total Tax	\$0.00
Received By:		Quote Amt	\$805.00





GOODYEAR

M+S

SAFETY WARNING
PLEASE READ THE OWNER'S MANUAL





R. O. No. _____ - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
May 17, 2021.

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2021.

Director of Planning & Development

F&P



May 7, 2021

Common Council
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

To the members of the Common Council of Sheboygan,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated for us for fiscal year 2021.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Rudnick", with a long horizontal stroke extending to the right.

Paul Rudnick, Board President

II

R. O. No. _____ - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Nemark USA Inc. v. Wisconsin Department of Revenue.

CITY CLERK

STATE OF WISCONSIN
TAX APPEALS COMMISSION

NEMAK USA INC.,

DOCKET NO. 21-MR-262
AND 21-MR-263

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matter
as follows:

Item Received: Petitions

Date Received: May 6, 2021

By: Ordinary Mail

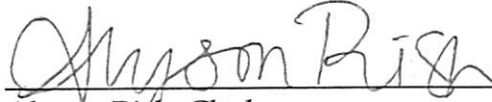
Filing Fee Received: 2 \$25

The docket numbers shown above are assigned to this matter and should be
placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of
the Wisconsin Department of Revenue and the clerk of the municipality listed on the
Notice of Determination.

Dated at Madison, Wisconsin, this 6th day of May, 2021.

WISCONSIN TAX APPEALS COMMISSION



Alyson Rish, Clerk

5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Christopher L. Strohbahn
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

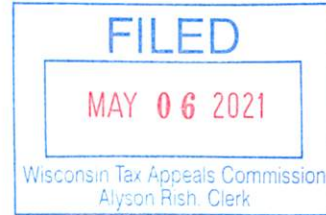
**PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY**
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

Nemak USA Inc.

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.



21-MR-262

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 5, 2021

1.	Full name, address & telephone number of petitioner: Nemak USA Inc. PO Box 1024 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001366									
3.	Address of personal property: 4243 Gateway Drive Sheboygan, WI 53081	4.	Assessment date: 2019									
5.	Value as determined by the State Board of Assessors: (Personal Property Assessment Only)											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;">Manufacturer's stock</td> <td style="width:50%; padding: 5px;">Furniture & fixtures</td> </tr> <tr> <td style="padding: 5px;">Boats & watercraft</td> <td style="padding: 5px;">All others</td> </tr> <tr> <td style="padding: 5px;">Machinery & equipment</td> <td style="padding: 5px;">Total value</td> </tr> </table>				Manufacturer's stock	Furniture & fixtures	Boats & watercraft	All others	Machinery & equipment	Total value			
Manufacturer's stock	Furniture & fixtures											
Boats & watercraft	All others											
Machinery & equipment	Total value											
6.	Value as determined by the State Board of Assessors: (Real Property Assessment Only)											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; padding: 5px;">Land</td> <td style="width:30%; padding: 5px;">\$146,700</td> <td style="width:50%;"></td> </tr> <tr> <td style="padding: 5px;">Improvement</td> <td style="padding: 5px;">\$60,100</td> <td></td> </tr> <tr> <td style="padding: 5px;">Total</td> <td style="padding: 5px;">\$206,800</td> <td></td> </tr> </table>				Land	\$146,700		Improvement	\$60,100		Total	\$206,800	
Land	\$146,700											
Improvement	\$60,100											
Total	\$206,800											
7.	Penalty amount: (Manufacturing Penalty Assessment Only)											
Date Wisconsin Standard Manufacturing Property Report Form was filed:												

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

NEMAK USA INC, PETITIONER
APPEAL NO. 81-129-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001366

COPY

21-MR-262

VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO: AND:

NEMAK USA INC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 56082-1024

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	\$146,700	NO CHANGE	\$118,900	N/A
IMPROVEMENT	\$60,100	NO CHANGE	\$48,700	N/A
TOTAL	\$206,800	NO CHANGE	\$167,600	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

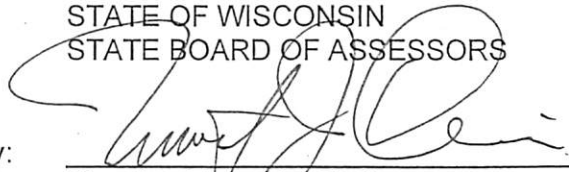
Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 5th day of March 2021

cc: Stephanie Nyhus, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: 
Timothy J Drascie, Chairman

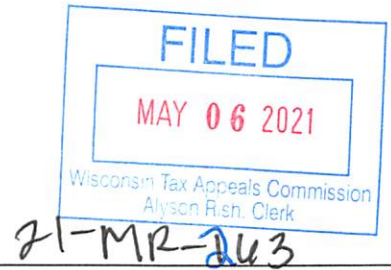
Nemak USA Inc.

**PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY**
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.



TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: March 5, 2021

1.	Full name, address & telephone number of petitioner: Nemak USA Inc. PO Box 1024 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001365									
3.	Address of personal property: 4243 Gateway Drive Sheboygan, WI 53081	4.	Assessment date: 2020									
5.	Value as determined by the State Board of Assessors: (Personal Property Assessment Only)											
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;">Manufacturer's stock</td> <td style="width:50%; padding: 5px;">Furniture & fixtures</td> </tr> <tr> <td style="padding: 5px;">Boats & watercraft</td> <td style="padding: 5px;">All others</td> </tr> <tr> <td style="padding: 5px;">Machinery & equipment</td> <td style="padding: 5px;">Total value</td> </tr> </table>			Manufacturer's stock	Furniture & fixtures	Boats & watercraft	All others	Machinery & equipment	Total value			
Manufacturer's stock	Furniture & fixtures											
Boats & watercraft	All others											
Machinery & equipment	Total value											
6.	Value as determined by the State Board of Assessors: (Real Property Assessment Only)											
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; padding: 5px;">Land</td> <td style="width:30%; padding: 5px;">\$669,500</td> <td style="width:50%;"></td> </tr> <tr> <td style="padding: 5px;">Improvement</td> <td style="padding: 5px;">\$10,312,700</td> <td></td> </tr> <tr> <td style="padding: 5px;">Total</td> <td style="padding: 5px;">\$10,982,200</td> <td></td> </tr> </table>			Land	\$669,500		Improvement	\$10,312,700		Total	\$10,982,200	
Land	\$669,500											
Improvement	\$10,312,700											
Total	\$10,982,200											
7.	Penalty amount: (Manufacturing Penalty Assessment Only)											
	Date Wisconsin Standard Manufacturing Property Report Form was filed:											

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

According to the Wisconsin Property Assessment Manual, Ch. 9-23, (2017), assessors are required to assess real property under the *Markarian* hierarchy. *State ex rel. Markarian v. City of Cudahy*, 45 Wis. 2d 683, 686, 173 N.W.2d 627 (1970). The Board of Assessors failed to follow this hierarchy and correctly assess this property pursuant to section 70.32, Stats.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	\$	
Improvements	\$	
Total	\$7,650,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No

If Yes

A. Date of appraisal: September 24, 2019

B. Appraised value: \$7,650,000

C. Name and address of appraiser: Michael S. Lysien and Peter D. Helland, 40W117 Campton Crossings Dr., St. Charles, IL 60175

D. Will testimony concerning this appraisal be presented at the hearing?

Yes X No

E. If so, will a copy of the appraisal be offered? Yes X No

F. Will comparable sales be offered as evidence at the hearing?

Yes X No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale. See Attached Appraisal

12. Name, address and telephone number of the petitioner's representative, if any:
 Gimbel, Reilly, Guerin & Brown LLP (Christopher L. Strohhahn)
 330 E. Kilbourn Avenue, Suite 1170
 Milwaukee, WI 53202 (414) 271-1440

Signature of owner/representative:
 /s/ Christopher L. Strohhahn

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

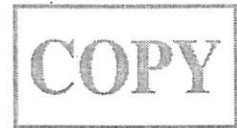
Dated: May 4, 2021

Wisconsin Tax Appeals Commission
 Suite 110
 5005 University Avenue
 Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

NEMAK USA INC, PETITIONER
APPEAL NO. 81-128-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001365



VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

21-MR-263

TO:

AND:

NEMAK USA INC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 56082-1024

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	<u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u>	<u>REVISED 2020 FULL VALUE ASSESSMENT</u>	<u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u>	<u>REVISED 2020 EQUATED VALUE ASSESSMENT</u>
LAND	\$669,500	NO CHANGE	\$542,800	N/A
IMPROVEMENT	\$10,312,700	NO CHANGE	\$8,361,400	N/A
TOTAL	\$10,982,200	NO CHANGE	\$8,904,200	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

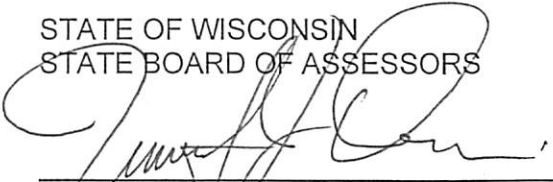
APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 5th day of March 2021

cc: Stephanie Nyhus, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By:


Timothy J Drascic, Chairman

III

Res. No. - 21 - 22 . By Alderpersons Dekker, Perrella, Savaglio,
Salazar, and Bohren. May 17, 2021.

A RESOLUTION commemorating the recognition of David Biebel being selected as the recipient of the 2021 Samuel L. Greely Award.

WHEREAS, this award gives formal recognition of honorary character to person(s) who have continuously served a local public or private agency long term (minimum 30 years) in an official capacity and who have contributed to the advancement of Public Works practice as a member of the American Public Works Association, thereby improving the quality of life for those who live and work within that community; and

WHEREAS, David Biebel has worked in the Department of Public Works for the City of Sheboygan since 1987, serving for the past 10 years as the Director of Public Works; and

WHEREAS, Mr. Biebel has served as a steward of the City's resources to consistently execute major city projects that have benefited the community; and

WHEREAS, he is an exceptional leader who knows how to motivate his staff to strive for excellence; and

WHEREAS, he has a rich history of serving the public through public works and serving on various committees, both public and private. David's expert knowledge and perseverance never fail to impress; and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. David Biebel to the City of Sheboygan and congratulate him on receiving the 2021 Samuel L. Greely Award.

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

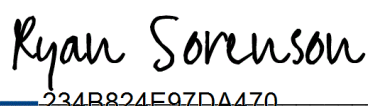
OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Sheboygan 828 Center Avenue Sheboygan, Wisconsin, 53081-4494	DUNS Number: 076144153 Taxpayer Identification Number: 396005599 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
 Recipient: 

 234B824E97DA470...

Authorized Representative: Ryan Sorenson

Title: Mayor

Date signed: 5/19/2021

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Sheboygan

5/19/2021

Recipient

Date

DocuSigned by:
Ryan Sorenson
234B824E97DA470

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

III

Res. No. 15 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
May 17, 2021.

A RESOLUTION authorizing the Mayor to execute all documents related to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund.

RESOLVED: That the Mayor is hereby authorized to execute the attached document agreeing to the Coronavirus Local Fiscal Recovery Fund award terms and conditions.

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

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City of Sheboygan 828 Center Avenue Sheboygan, Wisconsin 53081-4494	DUNS Number: 761144153 Taxpayer Identification Number: 396005599 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Sheboygan
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Perrella. May 17, 2021.

A RESOLUTION approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2022-2026 and adopting the program for implementation.

WHEREAS, the Common Council approved Res. No. 144-16-17 on December 19, 2016 adopting the 2017-2021 Strategic Plan which established the City's mission to provide fiscally-responsible municipal services in an effective and responsive manner, with a vision to be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods. The Strategic Plan developed the following focus areas to advance the mission and vision: Quality of Life, Infrastructure and Public Facilities, Economic Development, Neighborhood Revitalization, Governing and Fiscal Management, and Communication; and

WHEREAS, from February 1 to February 23, 2021 the residents of Sheboygan provided direction to elected officials and city leadership in the form of the 2021 Community Survey. The survey results indicated areas of interest in which to direct the city's resources for future improvements; and

WHEREAS, the Capital Improvements Commission convened on April 26, 2021 and May 3, 2021 to review and recommend approval of the 2022-2026 Capital Improvements Program in light of the Strategic Plan and the Community Survey.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the 2022-2026 Capital Improvements Program (copy attached) for implementation.

City Plan

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

III

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:																				
Yellow - Previously approved in same year																				
Blue - Previously approved in a different year																				
			2022		2023		2024		2025		2026		Total							
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>							
<u>REVENUES</u>																				
Property Tax Levy																				
	Police	1	\$225,000		\$201,000		\$236,000		\$151,000		\$225,000		\$1,038,000							
	Street Improvement and Sidewalks	2	\$500,000		\$500,000		\$500,000		\$500,000		\$500,000		\$2,500,000							
	General Government Projects	3	\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$300,000							
	Fire	4	\$30,000		\$45,000		\$35,000		\$45,000		\$35,000		\$190,000							
	Park, Forest and Open Space Fund	5	\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$550,000							
	Park Impact Fee Fund	7	\$65,000		\$50,000		\$0		\$65,000		\$100,000		\$280,000							
	Vehicle / Land Sales	8	\$94,000		\$65,000		\$85,000		\$65,000		\$77,000		\$386,000							
	County / State / Federal Grants	9	\$4,337,000		\$0		\$1,455,000		\$2,700,000		\$105,000		\$8,597,000							
	Other Municipality Contributions (County Sales Tax)	10	\$411,000		\$411,000		\$411,000		\$411,000		\$411,000		\$2,055,000							
	G. O. Borrowed Funds	11	\$1,991,000		\$4,215,000		\$3,478,000		\$4,238,000		\$6,259,000		\$20,181,000							
	Other Borrowed Funds	12	\$3,441,400		\$4,956,400		\$4,760,000		\$4,200,000		\$4,530,000		\$21,887,800							
	Donations	13	\$0		\$0		\$20,000		\$0		\$2,045,000		\$2,065,000							
	User Fees	14	\$26,185,000		\$20,995,000		\$1,930,000		\$1,875,000		\$1,920,000		\$52,905,000							
	Special Assessment	15	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$500,000							
	Vehicle Registration Fee	16	\$745,000		\$745,000		\$745,000		\$745,000		\$745,000		\$3,725,000							
	Other/CDBG	17	\$602,000		\$0		\$0		\$0		\$0		\$602,000							
	Fund Balance	18	\$1,562,000		\$2,503,000		\$2,934,000		\$575,000		\$1,499,000		\$9,073,000							
	TOTAL REVENUE		\$40,458,400		\$34,956,400		\$16,859,000		\$15,840,000		\$18,721,000		\$126,834,800							
<u>EXPENDITURES</u>																				
City Buildings																				
	Municipal Service Building Main Electrical Panel Update	18	\$195,000		\$0		\$0		\$0		\$0		\$195,000							
	Municipal Service Building Vehicle Wash Facility Construction	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000							
	Municipal Service Building Garage Drain		\$0	11	\$75,000		\$0		\$0		\$0		\$75,000							
	Municipal Service Building LED Upgrade Garage/MVD		\$0	11	\$85,000		\$0		\$0		\$0		\$85,000							

2022 - 2026 Capital Improvement Program List

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			2022		2023		2024		2025		2026	Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
City Buildings - continued												
ADA Infrastructure Improvements - Citywide Program - Buildings			\$0	11	\$250,000		\$0		\$0		\$0	\$250,000
Municipal Service Building- Engineering Office Windows			\$0		\$0	11	\$100,000		\$0		\$0	\$100,000
Municipal Service Building Exterior Improvements			\$0		\$0		\$0	11	\$165,000		\$0	\$165,000
ADA Infrastructure Improvements - Citywide Program - Buildings			\$0		\$0		\$0	11	\$250,000		\$0	\$250,000
MSB - Garage Roof Replacement			\$0		\$0		\$0		\$0	3,11	\$2,500,000	\$2,500,000
Total - City Buildings			\$445,000		\$410,000		\$100,000		\$415,000		\$2,500,000	\$3,870,000
Police												
Marked Vehicles - Sport Utility Vehicles (5)	1,8		\$236,000		\$0		\$0		\$0		\$0	\$236,000
Unmarked Vehicle	1,8		\$44,000		\$0		\$0		\$0		\$0	\$44,000
Parking Lot Asphalt Maintenance	18		\$50,000		\$0		\$0		\$0		\$0	\$50,000
Marked Vehicles - Sport Utility Vehicles (4)			\$0	1,8	\$196,000		\$0		\$0		\$0	\$196,000
Police Range Remediation			\$0	11	\$45,000		\$0		\$0		\$0	\$45,000
Police Facility Building Maintenance			\$0	11	\$50,000		\$0		\$0		\$0	\$50,000
Marked Vehicles - Sport Utility Vehicles (4)			\$0		\$0	1,8	\$190,000		\$0		\$0	\$190,000
Unmarked Vehicle - Sport Utility Vehicle			\$0		\$0	1,8	\$47,000		\$0		\$0	\$47,000
Patrol Wagon			\$0		\$0	1	\$50,000		\$0		\$0	\$50,000
Marked Vehicles - Sport Utility Vehicle			\$0		\$0		\$0	1,8	\$48,000		\$0	\$48,000
Unmarked Vehicle - Sport Utility Vehicle			\$0		\$0		\$0	1,8	\$48,000		\$0	\$48,000
Unmarked Vehicle (3)			\$0		\$0		\$0	1,8	\$90,000		\$0	\$90,000
Marked Vehicles - Sport Utility Vehicles (5)			\$0		\$0		\$0		\$0	1,8	\$245,000	\$245,000
Unmarked Vehicle			\$0		\$0		\$0		\$0	1,8	\$35,000	\$35,000
Impound Area Improvements			\$0		\$0		\$0		\$0	11	\$1,000,000	\$1,000,000
Total - Police			\$330,000		\$291,000		\$287,000		\$186,000		\$1,280,000	\$2,374,000
Fire												
Station 3 Design	18		\$250,000		\$0		\$0		\$0		\$0	\$250,000
Ambulance	11,18		\$336,000		\$0		\$0		\$0		\$0	\$336,000
Rescue Pumper	4,8,11		\$810,000		\$0		\$0		\$0		\$0	\$810,000
Station 3 Construction Phase 1			\$0	11	\$2,000,000		\$0		\$0		\$0	\$2,000,000

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
Fire - continued													
	Ambulance		\$0	8,11	\$346,000		\$0		\$0		\$0		\$346,000
	Air Bag System		\$0	4	\$45,000		\$0		\$0		\$0		\$45,000
	Station 3 Construction Phase 2		\$0		\$0	11	\$2,000,000		\$0		\$0		\$2,000,000
	Ambulance		\$0		\$0	8,11	\$356,000		\$0		\$0		\$356,000
	Cardiac Monitors		\$0		\$0	8,11	\$175,000		\$0		\$0		\$175,000
	Training Fire Simulator		\$0		\$0	4	\$35,000		\$0		\$0		\$35,000
	Station 4 Exterior		\$0		\$0		\$0	11	\$64,000		\$0		\$64,000
	Turnout Gear Rack		\$0		\$0		\$0	4	\$22,000		\$0		\$22,000
	Station 1 and 2 Washer/Dryer Units		\$0		\$0		\$0	4	\$23,000		\$0		\$23,000
	Training Facility		\$0		\$0		\$0		\$0	4,8	\$2,000,000		\$2,000,000
	Total - Fire		\$1,396,000		\$2,391,000		\$2,566,000		\$109,000		\$2,000,000		\$8,462,000
Public Works													
Traffic Control													
	LED Street Lighting Upgrade - TID 16	12	\$171,400		\$0		\$0		\$0		\$0		\$171,400
	LED Street Lighting Upgrade - Citywide	3,18	\$110,000		\$0		\$0		\$0		\$0		\$110,000
	Traffic Control Upgrade - Citywide		\$0	11	\$70,000		\$0		\$0		\$0		\$70,000
	LED Street Lighting Upgrade - Citywide		\$0	3,11	\$100,000		\$0		\$0		\$0		\$100,000
	LED Street Lighting Upgrade - TID 16		\$0	12	\$171,400		\$0		\$0		\$0		\$171,400
	Electical Infrastructure Repair - Citywide		\$0		\$0	11	\$50,000		\$0		\$0		\$50,000
	LED Street Lighting Upgrade - Citywide		\$0		\$0	3,11	\$200,000		\$0		\$0		\$200,000
	LED Street Lighting Upgrade - Blue Harbor		\$0		\$0	12	\$175,000		\$0		\$0		\$175,000
	LED Street Lighting Upgrade - Broughton Drive		\$0		\$0		\$0	11	\$225,000		\$0		\$225,000
	Traffic Control Upgrade - Citywide		\$0		\$0		\$0	3,11	\$65,000		\$0		\$65,000
	Total - Traffic Control		\$281,400		\$341,400		\$425,000		\$290,000		\$0		\$1,337,800
Streets													
	Enterprise Asset Management Software	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	North 10th Street (North Avenue to School Avenue)	9,10	\$375,000		\$0		\$0		\$0		\$0		\$375,000
	North Avenue (Calumet Drive to Taylor Drive)	11,14	\$1,200,000		\$0		\$0		\$0		\$0		\$1,200,000

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
Streets - continued												
St. Clair Avenue (North Ninth Street to North 14th Street)	10,17		\$375,000		\$0		\$0		\$0		\$0	\$375,000
Calumet Drive Panel Replacement (Saemann Avenue to City Limits)	2		\$500,000		\$0		\$0		\$0		\$0	\$500,000
CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Construction			\$0		\$0		\$0		\$0		\$0	\$0
CMAQ-14th Street Traffic Flow Construction			\$0		\$0		\$0		\$0		\$0	\$0
CMAQ-Taylor Drive Traffic Flow Construction			\$0		\$0		\$0		\$0		\$0	\$0
Storm Water Management Plan	11		\$250,000		\$0		\$0		\$0		\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	15		\$100,000		\$0		\$0		\$0		\$0	\$100,000
Pennsylvania Avenue (5th Street to Broughton Drive)-TID 20			\$0	12	\$1,500,000		\$0		\$0		\$0	\$1,500,000
North 25th Street (Kohler Memorial Drive to North Avenue)			\$0	11,14	\$1,160,000		\$0		\$0		\$0	\$1,160,000
South 11th Street (Indiana Avenue to Union Avenue)			\$0	2,11	\$1,000,000		\$0		\$0		\$0	\$1,000,000
Indiana Avenue (Bridge to 24th Street)			\$0	10,11	\$1,000,000		\$0		\$0		\$0	\$1,000,000
South 18th Street (Mead Avenue to Washington Avenue)			\$0	11	\$800,000		\$0		\$0		\$0	\$800,000
South 14th St/South Business Dr Panel Replacement (Erie Av to Union Av)			\$0	2	\$500,000		\$0		\$0		\$0	\$500,000
Benchmark Modernization Program			\$0	18	\$100,000		\$0		\$0		\$0	\$100,000
Storm Water Management Plan			\$0	11	\$250,000		\$0		\$0		\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)			\$0	15	\$100,000		\$0		\$0		\$0	\$100,000
Wilson Avenue (Lakeshore Drive to South Business Drive)			\$0		\$0	9,10,11	\$1,450,000		\$0		\$0	\$1,450,000
North 15th Street Design (Calumet Drive to Mayflower Avenue)			\$0		\$0	9,11	\$500,000		\$0		\$0	\$500,000
Erie Avenue (North 19th Street to Taylor Drive)			\$0		\$0	2	\$500,000		\$0		\$0	\$500,000
New Jersey Avenue (South 13th Street to Wildwood Drive)			\$0		\$0	11	\$1,000,000		\$0		\$0	\$1,000,000
South Business Drive Panel Replacement (Wilson Av to Washington Av)			\$0		\$0	11	\$500,000		\$0		\$0	\$500,000
Storm Water Management Plan			\$0		\$0	11	\$250,000		\$0		\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)			\$0		\$0	15	\$100,000		\$0		\$0	\$100,000
Weeden Creek Road (South 12th Street-South Business Drive)			\$0		\$0		\$0	11	\$500,000		\$0	\$500,000
North 15th Street (Calumet Drive to Mayflower Avenue)			\$0		\$0		\$0	9,10,11,14	\$5,500,000		\$0	\$5,500,000
Lincoln Avenue (North Point Drive to North Sixth Street)			\$0		\$0		\$0	11	\$600,000		\$0	\$600,000
Storm Water Management Plan			\$0		\$0		\$0	11	\$250,000		\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)			\$0		\$0		\$0	15	\$100,000		\$0	\$100,000
North Avenue and North Taylor Drive Intersection			\$0		\$0		\$0		\$0	2,11,14	\$1,500,000	\$1,500,000
Lakeshore Drive (Mead Avenue to RR Tracks)			\$0		\$0		\$0		\$0	11	\$1,000,000	\$1,000,000

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			2022		2023		2024		2025		2026	Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
Streets - continued												
	South 12th Street (Greenfield Avenue to Camelot Boulevard)		\$0		\$0		\$0		\$0	9,10,11	\$750,000	\$750,000
	South 17th Street (Wilson Avenue to Union Avenue)		\$0		\$0		\$0		\$0	9,11	\$800,000	\$800,000
	Oakland Avenue (South Business Drive to South 11th Street)		\$0		\$0		\$0		\$0	11	\$730,000	\$730,000
	Storm Water Management Plan		\$0		\$0		\$0		\$0	11	\$250,000	\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0		\$0		\$0	15	\$100,000	\$100,000
	Total Streets		\$3,050,000		\$6,410,000		\$4,300,000		\$6,950,000		\$5,130,000	\$25,840,000
Parks and Forestry												
	Urban Forestry Management Plan	5	\$110,000		\$0		\$0		\$0		\$0	\$110,000
	Evergreen Park Area 5 Improvements	7,11	\$140,000		\$0		\$0		\$0		\$0	\$140,000
	ADA Infrastructure Improvements - Citywide Program - Parks	7,11	\$250,000		\$0		\$0		\$0		\$0	\$250,000
	Urban Forestry Management Plan		\$0	5	\$110,000		\$0		\$0		\$0	\$110,000
	Cleveland Park - Splash Pad		\$0	7,11	\$250,000		\$0		\$0		\$0	\$250,000
	Jaycee Quarry Park Master Plan Design		\$0	11	\$50,000		\$0		\$0		\$0	\$50,000
	Urban Forestry Management Plan		\$0		\$0	5	\$110,000		\$0		\$0	\$110,000
	Veterans Park - Tennis Court Resurfacing		\$0		\$0	11	\$150,000		\$0		\$0	\$150,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0		\$0	11	\$250,000		\$0		\$0	\$250,000
	Urban Forestry Management Plan		\$0		\$0		\$0	5	\$110,000		\$0	\$110,000
	Playground Renovations - Deland Beach		\$0		\$0		\$0	11	\$75,000		\$0	\$75,000
	Maywood Environmental Center Improvements		\$0		\$0		\$0	11	\$25,000		\$0	\$25,000
	Jaycee Quarry Park New Year-Round Shelter		\$0		\$0		\$0	7,9,11	\$1,000,000		\$0	\$1,000,000
	Urban Forestry Management Plan		\$0		\$0		\$0		\$0	5	\$75,000	\$75,000
	Stonebrook Crossing Playground		\$0		\$0		\$0		\$0	7	\$50,000	\$50,000
	Re-asphalt Lakeview Park Parking Lot		\$0		\$0		\$0		\$0	11	\$50,000	\$50,000
	Re-asphalt Moose Park Roadway		\$0		\$0		\$0		\$0	11	\$50,000	\$50,000
	Evergreen Park New Shelter-Area 2		\$0		\$0		\$0		\$0	5,11	\$75,000	\$75,000
	Evergreen Park Trail Improvement		\$0		\$0		\$0		\$0	11	\$60,000	\$60,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0		\$0		\$0		\$0	11	\$250,000	\$250,000
	Jaycee Quarry Park Master Plan Improvements		\$0		\$0		\$0		\$0	11	\$150,000	\$150,000
	Total - Parks and Forestry		\$500,000		\$410,000		\$510,000		\$1,210,000		\$760,000	\$3,390,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:												
Yellow - Previously approved in same year												
Blue - Previously approved in a different year												
			2022		2023		2024		2025		2026	Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
	Total - Public Works		\$3,831,400		\$7,161,400		\$5,235,000		\$8,450,000		\$5,890,000	\$30,567,800
	City Development											
	Indiana Avenue Trail Project - Phase 1	12	\$875,000		\$0		\$0		\$0		\$0	\$875,000
	Indiana Avenue Trail Project - Phase 2	12	\$0	12	\$250,000		\$0		\$0		\$0	\$250,000
	Indiana Avenue Streetscape Improvements-Phase 2	12	\$0	12	\$750,000		\$0		\$0		\$0	\$750,000
	Indiana Avenue Trail Project - Phase 3	12	\$0	12	\$0	9,12	\$2,250,000		\$0		\$0	\$2,250,000
	Sheboygan River-West Side Boardwalk-Construction		\$0		\$0	12	\$1,000,000		\$0		\$0	\$1,000,000
	Total - City Development		\$875,000		\$1,000,000		\$3,250,000		\$0		\$0	\$5,125,000
	Total - City Development		\$875,000		\$1,000,000		\$3,250,000		\$0		\$0	\$5,125,000
	Wastewater Utility											
	Lake Shore Interceptor Project	14	\$8,000,000		\$0		\$0		\$0		\$0	\$8,000,000
	Primary Clarifier Number Three Drive	14	\$120,000		\$0		\$0		\$0		\$0	\$120,000
	Secondary Clarifier Number One Drive	14	\$90,000		\$0		\$0		\$0		\$0	\$90,000
	Screen / Scum Rejects System Upgrade	14	\$125,000		\$0		\$0		\$0		\$0	\$125,000
	South Aeration Upgrade	14	\$385,000		\$0		\$0		\$0		\$0	\$385,000
	Jet Truck	14	\$265,000		\$0		\$0		\$0		\$0	\$265,000
	Chip Seal Asphalt Surfaces	14	\$85,000		\$0		\$0		\$0		\$0	\$85,000
	East Primary Screen Chain Replacement	14	\$80,000		\$0		\$0		\$0		\$0	\$80,000
	Sewer Line Reconstruction / Relining Program	14	\$1,000,000		\$0		\$0		\$0		\$0	\$1,000,000
	Mini Storm Sewer Program	14	\$50,000		\$0		\$0		\$0		\$0	\$50,000
	Primary Clarifier Number One Drive		\$0	14	\$120,000		\$0		\$0		\$0	\$120,000
	Secondary Clarifier Number Three Drive		\$0	14	\$90,000		\$0		\$0		\$0	\$90,000
	North Aeration Upgrade		\$0	14	\$385,000		\$0		\$0		\$0	\$385,000
	Anaerobic Digester Heat Exchanger Replacement		\$0	14	\$225,000		\$0		\$0		\$0	\$225,000
	6th and Pershing Lift Station-Rehab		\$0	14	\$125,000		\$0		\$0		\$0	\$125,000
	Sewer Line Reconstruction /Relining Program		\$0	14	\$1,000,000		\$0		\$0		\$0	\$1,000,000
	Mini Storm Sewer Program		\$0	14	\$50,000		\$0		\$0		\$0	\$50,000
	Bleach Tank and Bisulfite Tank Replacement		\$0		\$0	14	\$250,000		\$0		\$0	\$250,000
	Administrative Building HVAC Upgrade		\$0		\$0	14	\$550,000		\$0		\$0	\$550,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:													
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Blue - Previously approved in a different year													
			2022		2023		2024		2025		2026		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
Wastewater Utility - continued													
	Indiana Avenue Lift Station Painting		\$0		\$0	14	\$100,000		\$0		\$0		\$100,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0	14	\$1,000,000		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	Aeration Blower Number Five		\$0		\$0		\$0	14	\$350,000		\$0		\$350,000
	Ferric Chloride Tank Replacement		\$0		\$0		\$0	14	\$150,000		\$0		\$150,000
	Grit System Modifications		\$0		\$0		\$0	14	\$125,000		\$0		\$125,000
	North Avenue Lift Station Controls		\$0		\$0		\$0	14	\$150,000		\$0		\$150,000
	North Entrance Gate Replacements		\$0		\$0		\$0	14	\$50,000		\$0		\$50,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0	14	\$1,000,000		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0	14	\$50,000		\$0		\$50,000
	Administrative Building Roof Replacement		\$0		\$0		\$0		\$0	14	\$550,000		\$550,000
	Indiana Avenue Lift Station Wet Well Isolation Wall		\$0		\$0		\$0		\$0	14	\$400,000		\$400,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0		\$0	14	\$1,000,000		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0		\$0	14	\$50,000		\$50,000
	Total - Wastewater Utility		\$10,200,000		\$1,995,000		\$1,950,000		\$1,875,000		\$2,000,000		\$18,020,000
Motor Vehicle													
	Street Sweeper	8,18	\$295,000		\$0		\$0		\$0		\$0		\$295,000
	Skid Steer	8,18	\$41,000		\$0		\$0		\$0		\$0		\$41,000
	Street Sweeper		\$0	8,18	\$300,000		\$0		\$0		\$0		\$300,000
	Woodchipper		\$0	8,18	\$68,000		\$0		\$0		\$0		\$68,000
	Tri-Axle Dump Truck with Slide-In Salter and Spray Bar		\$0		\$0	8,18	\$300,000		\$0		\$0		\$300,000
	Zero Turn Mower (2)		\$0		\$0	8,18	\$31,000		\$0		\$0		\$31,000
	Tri-Axle Dump Truck		\$0		\$0		\$0	8,18	\$280,000		\$0		\$280,000
	Garbage Truck (Park Department)		\$0		\$0		\$0	8,18	\$290,000		\$0		\$290,000
	Tri-Axle Dump Truck		\$0		\$0		\$0		\$0	8,18	\$280,000		\$280,000
	Zero Turn Mower		\$0		\$0		\$0		\$0	8,18	\$16,000		\$16,000
	Total - Motor Vehicle Fund		\$336,000		\$368,000		\$331,000		\$570,000		\$296,000		\$1,901,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:											
Yellow - Previously approved in same year											
Blue - Previously approved in a different year											
		2022		2023		2024		2025		2026	Total
		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>	<u>Executive</u>
Parking Utility											
	John Deere Pro Style Gator		\$0	8,18	\$20,000		\$0		\$0		\$20,000
	Riverfront Parking Lots		\$0		\$0	18	\$600,000		\$0		\$600,000
	Total - Parking Utility		\$0		\$20,000		\$600,000		\$0		\$620,000
Transit Utility											
	Fixed Route Revenue Buses (4)	9,11	\$1,840,000		\$0		\$0		\$0		\$1,840,000
	Fixed Route Revenue Buses (6)	9,17	\$2,760,000		\$0		\$0		\$0		\$2,760,000
	Total - Transit Utility		\$4,600,000		\$0		\$0		\$0		\$4,600,000
Cable TV											
	TriCaster Replacement for Studio	18	\$25,000		\$0		\$0		\$0		\$25,000
	Outside Broadcast (OB) Truck Replacement		\$0		\$0		\$0	18	\$50,000		\$50,000
	Total - Cable TV		\$25,000		\$0		\$0		\$0		\$75,000
Information Technology Fund											
	IBMi Retirement - Software Acquisitions	18	\$25,000		\$0		\$0		\$0		\$25,000
	IBMi Retirement - Software Acquisitions		\$0	18	\$35,000		\$0		\$0		\$35,000
	IBMi Retirement - Software Acquisitions		\$0		\$0	18	\$30,000		\$0		\$30,000
	IBMi Retirement - Software Acquisitions		\$0		\$0		\$0	18	\$35,000		\$35,000
	Data Center Refresh		\$0		\$0		\$0		\$0	18	\$50,000
	SINC Redundant Internet Connection		\$0		\$0		\$0		\$0	18	\$125,000
	Total - Information Technology		\$25,000		\$35,000		\$30,000		\$35,000		\$175,000
Water Utility*											
	Raw Water Improvement Project - Phase 2	12	\$16,000,000		\$0		\$0		\$0		\$16,000,000
	Operations Equipment Upgrades	14	\$585,000		\$0		\$0		\$0		\$585,000
	Facility Distribution-Construction/Maintenance Upgrades	14	\$1,605,000		\$0		\$0		\$0		\$1,605,000
	Meter System-Customer Relations-Fiscal Upgrades	14	\$205,000		\$0		\$0		\$0		\$205,000
	Raw Water Improvement Project - Phase 3	14	\$0	12	\$19,000,000		\$0		\$0		\$19,000,000
	Operations Equipment Upgrades	14	\$0	14	\$385,000		\$0		\$0		\$385,000

2022 - 2026 Capital Improvement Program List

Color / Abbreviation Key:												
Yellow - Previously approved in same year												
Blue - Previously approved in a different year												
			2022	2023	2024	2025	2026	Total				
			<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>				<u>Executive</u>
	Total - City Buildings		\$445,000	\$410,000	\$100,000	\$415,000	\$2,500,000	\$3,870,000				
	Total - Police		\$330,000	\$291,000	\$287,000	\$186,000	\$1,280,000	\$2,374,000				
	Total - Fire & Rescue		\$1,396,000	\$2,391,000	\$2,566,000	\$109,000	\$2,000,000	\$8,462,000				
	Total - Public Works		\$3,831,400	\$7,161,400	\$5,235,000	\$8,450,000	\$5,890,000	\$30,567,800				
	Total - City Development		\$875,000	\$1,000,000	\$3,250,000	\$0	\$0	\$5,125,000				
	Total - Wastewater Utility		\$10,200,000	\$1,995,000	\$1,950,000	\$1,875,000	\$2,000,000	\$18,020,000				
	Total - Motor Vehicle		\$336,000	\$368,000	\$331,000	\$570,000	\$296,000	\$1,901,000				
	Total - Parking Utility		\$0	\$20,000	\$600,000	\$0	\$0	\$620,000				
	Total - Transit Utility		\$4,600,000	\$0	\$0	\$0	\$0	\$4,600,000				
	Total - Cable TV		\$25,000	\$0	\$0	\$0	\$50,000	\$75,000				
	Total - Information Technology		\$25,000	\$35,000	\$30,000	\$35,000	\$175,000	\$300,000				
	Subtotal - Excluding Water Utility*		\$22,063,400	\$13,671,400	\$14,349,000	\$11,640,000	\$14,191,000	\$75,914,800				
	Total - Water Utility*		\$18,395,000	\$21,285,000	\$2,510,000	\$4,200,000	\$4,530,000	\$50,920,000				
	Total Capital Improvements		\$40,458,400	\$34,956,400	\$16,859,000	\$15,840,000	\$18,721,000	\$126,834,800				
	*For Informational Purposes Only.											

III

Res. No. - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
May 17, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the MyCivic Citizen Engagement Software System.

WHEREAS, when the 2021 Budget was approved, the purchase of a new Citizen Engagement Software System had not been finalized; and

WHEREAS, as a result, when the 2021 Budget was constructed the full cost associated with the purchase and implementation of the new Citizen Engagement Software System was estimated to be \$9,000; and

WHEREAS, this \$9,000 was included in Account No. 101110100-521900 (General Fund - Council - Contracted Services); and

WHEREAS, the full cost of the MyCivic Citizen Engagement Software System is \$16,400; and

WHEREAS, it is in the best interest of the City to fund the \$7,400 difference between the originally budgeted amount and the actual cost from the General Fund's Contingency Reserve; and

WHEREAS, for tracking purposes, it is appropriate to pay for the full cost of the MyCivic Citizen Engagement Software out of Account No. 70017100-642250 (IT Fund - IT Department - Software), which requires certain adjustments to the budget to be made.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the budgeted appropriation for IT Fund - IT Department - Software (Account No. 70017100-642250) by \$16,400.

F4P
4/3

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Council - Contracted Services (Account No. 101110100-521900) (in the amount of \$9,000) and from the General Fund - Contingency Reserve (Account No. 10199021-810103) (in the amount of \$7,400).

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

III

Res. No. _____ - 21 - 22. By Alderpersons Felde and Ackley. May 17, 2021.

A RESOLUTION authorizing the City Attorney's Office to take all appropriate action on behalf of the City of Sheboygan related to Purdue Pharma, L.P.'s bankruptcy.

WHEREAS, Purdue Pharma, L.P. ("Purdue Pharma") is a privately held pharmaceutical company which, among other things, manufactures OxyContin; and

WHEREAS, at least in part because of extensive litigation regarding Purdue Pharma's role in the national opioid crisis, Purdue Pharma filed a Chapter 11 bankruptcy case in September 2019; and

WHEREAS, in July 2020, the City Attorney's Office filed a Governmental Opioid Claimant Proof of Claim on behalf of the City of Sheboygan in Purdue Pharma's bankruptcy; and

WHEREAS, the July 2020 claim identified \$285,894.55 in labor costs incurred by the Sheboygan Police Department and the Sheboygan Fire Department between 2008 and July 28, 2020 related to Purdue Pharma's alleged conduct; and

WHEREAS, the July 2020 claim also used a model created by Ted Miller, an internationally recognized safety economist with Pacific Institute for Research and Evaluation, to estimate future damages and abatement costs between July 2020 and 2040; and

WHEREAS, the Ted Miller model calculated \$8,178,369 in future damages and abatement costs between July 2020 and 2040; and

WHEREAS, Purdue Pharma has proposed a plan to reorganize as part of its Chapter 11 bankruptcy; and

WHEREAS, the current plan of reorganization is focused on abating the opioid crisis; and

WHEREAS, a bankruptcy plan of reorganization requires the approval of the debtor's creditors; and

WHEREAS, several governmental entities have publicly expressed their intent to oppose the currently proposed plan of reorganization; and

WHEREAS, given this opposition to the current plan of reorganization, it is possible that Purdue Pharma could revise or amend its plan of reorganization before it is put to a vote of the creditors; and

AKS

WHEREAS, depending on when potential revisions or amendments to the plan of reorganization occur, it could be difficult or impossible to take a final plan of reorganization to the Common Council for its review prior to the deadline for the City to vote.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney's Office is authorized to take all appropriate action on behalf of the City of Sheboygan related to Purdue Pharma, L.P.'s bankruptcy. For the avoidance of doubt, this includes casting a vote with respect to any plan of reorganization.

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

Res. No. - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Second Amendment to Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.

PW

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

**SECOND AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

This SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Amendment") amends the Management Services Agreement (the "Agreement") between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City") and EOS Recreation, LLC ("Manager") (collectively, the "Parties") that was fully executed on June 10, 2019 which pertains to Quarry Park, 3401 Calumet Drive, Sheboygan, Wisconsin.

The Agreement provided that Manager would, among other things, "Manage and operate all aspects of the Quarry Beach and the Quarryview Center" during the "2019 summer swimming season." An Amendment was made to the Agreement to cover the 2020 summer swimming season.

The Parties desire to extend the term of the Agreement to cover the 2021, 2022, 2023, and 2024 summer swimming seasons. Pursuant to this Amendment, Manager shall have access to the property as follows:

2021: Beginning June 8, 2021 and ending September 27, 2021

2022: Beginning May 16, 2022 and ending September 19, 2022

2023: Beginning May 15, 2023 and ending September 18, 2023

2024: Beginning May 20, 2024 and ending September 16, 2024

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All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

MANAGER:

CITY:

EOS RECREATION, LLC

CITY OF SHEBOYGAN

By: _____

Ryan Sorenson
Mayor

Date: _____

Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

Authorized by Resolution No. _____-21-22.

III

Res. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the Mayor to sign the Reinstatement and Third Amendment to Purchase and Sale Agreement, further extending several dates in the previous Agreement authorized pursuant to Res. No. 12-19-20, for the purchase of land from the Union Pacific Railroad Company.

RESOLVED: That the Mayor is hereby authorized to execute said Reinstatement and Third Amendment to Purchase and Sale Agreement, a copy of which is attached hereto.

RW

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

**REINSTATEMENT AND THIRD AMENDMENT
TO PURCHASE AND SALE AGREEMENT**

This REINSTATEMENT AND THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Reinstatement and Third Amendment") is made and entered into as of the _____ day of _____, 2021 ("Reinstatement and Third Amendment Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin ("Buyer"), and reinstates and amends that certain Purchase and Sale Agreement dated June 14, 2019, as amended by that First Amendment to Purchase and Sale Agreement dated February 21, 2020, and as amended by that Reinstatement and Second Amendment to Purchase and Sale Agreement dated December 9, 2020 (collectively, the "Agreement"), for the sale and purchase of certain real property located in City of Sheboygan, Sheboygan County, State of Wisconsin, more particularly described therein ("Property").

IT IS MUTUALLY AGREED by and between Seller and Buyer as follows:

Section 1. Agreement. The Agreement, which terminated pursuant to its own terms, is hereby reinstated and, except as amended herein, all of the terms and conditions of the Agreement are reinstated and shall have the same force and effect and be as binding upon the parties hereto as if the same were repeated herein.

Section 2. Defined Terms. The defined terms in the Agreement shall apply and have the same meaning in this Reinstatement and Third Amendment as if fully set forth herein.

Section 3. Survey. The Survey, as defined in Section 4.C of the Agreement, is hereby extended to September 28, 2021.

Section 4. Feasibility Review Period. The Feasibility Review Period, as defined in Section 4.D of the Agreement, is hereby extended to September 28, 2021.

Section 5. Closing Date. The Closing Date, as defined in Section 5 of the Agreement, is hereby amended to be on or before October 28, 2021.

Section 6. Facsimile or E-mail Execution. This Reinstatement and Third Amendment may be executed in counterparts, which shall be effective as an original and each counterpart may be delivered by one party to the other by either facsimile transmission or scanned image sent by e-mail.

Section 7. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this Reinstatement and Third Amendment. If there is any conflict between the terms of this Reinstatement and Third Amendment and the terms of the Agreement, the terms of this Reinstatement and Third Amendment will control.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Reinstatement and Third Amendment as of the Reinstatement and Third Amendment Effective Date first above written.

SELLER:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Name: _____

Title: _____

BUYER:

**CITY OF SHEBOYGAN,
a municipal corporation of the State of Wisconsin**

By: _____

Name: _____

Title: _____

III

Res. No. 14 - 21 - 22. By Alderpersons Dekker and Perrella. May 17, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the License to Use U.S. Coast Guard Real Property to place signs along the Sheboygan River.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached License to Use U.S. Coast Guard Real Property.

pw

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 TO USE U. S. COAST GUARD REAL PROPERTY

HSCG83-21-6-0006

The U. S. Coast Guard, by and through the Commanding Officer, Civil Engineering Unit, Cleveland (Licensor), 1240 E. 9th Street, Cleveland, Ohio 44199, under Statutory Authority of 14 U.S.C. § 504(a)(14), grants to the City of Sheboygan, Wisconsin (Licensee), whose address is 2026 New Jersey Avenue, Sheboygan, Wisconsin 53081-4790, a license for the nonexclusive right to use a portion of Sheboygan North Pierhead Light [823498], Sheboygan, Wisconsin. Together with the necessary rights of ingress and egress.

The term of this license shall be for ten (10) years, beginning on April 1, 2021 and ending on May 31, 2031, unless revoked sooner under paragraph 23 of this license. The license may be renewed for additional periods of time by the mutual written consent of the parties.

This license does not convey any interest in any Coast Guard real property to the Licensee. It simply authorizes the Licensee to use, or pass over, the specified Coast Guard real property for the purposes that are stated in the license.

THIS LICENSE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. Purpose of License. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may only use the facility for the following uses: Installation of speed limit signage on the Sheboygan North Pierhead Light. Two signs installed; one facing upriver and the other downriver. The top height of each sign shall not exceed five feet from the base of the pole. The aluminum signs will be banded to the pole utilizing stainless steel hardware; destructive penetrations are not authorized. Sign dimensions and a photo are included in Exhibit A.
2. Period of License. The Licensee may only use the facility during the times specified in this license. All activities on the facility must take place during the times specified, including any setting up or breaking down of equipment etc.
3. This License is Limited to Use of the Designated Facility. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not enter or use any other facilities on the installation, unless they have an independent right to do so or are specifically invited to do so by someone with the authority to allow entry. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not enter any housing areas, unless specifically invited there by a resident.
4. Non-Profit operation and Certification. The Licensee certifies that it is either a local government entity or a

nonprofit organization, which is exempt from taxation by section 501 of the Internal Revenue Code (26 U.S.C. 501). Licensee may not conduct any activities on the facility for the purpose of raising funds or making a profit. If the Licensee charges a fee to others in connection with the Licensee's use of the facility, the Licensee shall submit to the Collection Clerk at the address shown below, with a copy to the Licensor, a certified statement itemizing its operating expenses and the revenues derived from the use of the facility, along with a check or money order made payable to the U.S. Coast Guard for any revenues generated by the use of the facility in excess of the expenses. The certified statement and payment, if any shall be mailed to the following address:

Attn: USCG ART/Others
PO Box 979119
St. Louis, MO 63197-9000

5. Governing Law and Regulations. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities, while on the Coast Guard installation are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the Licensor or a designated representative, including the installation's Officer of the Day Representative.

6. Environmental Protection.

a. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Licensee shall, at no cost to the United States, promptly comply with all applicable Federal, state, and local laws, regulations, or directives regulating the quality of the environment. This does not affect the Licensee's right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability.

b. The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources.

7. Access to Licensed Facility. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities shall enter and exit the installation by the driveway and shall comply with all posted traffic and parking control signs and directions by the Licensor's Principal Representative or his designated Officer of the Day Representative.

8. Parking. None.

9. Reimbursement of Expense. The Licensee agrees to reimburse

the Licensor for all utilities and services provided to the Licensee in connection with this license. The Licensee shall reimburse the Licensor for any such costs as determined by under applicable laws, regulations, and directives.

10. Alterations. No additions to or alterations of the licensed facility can be made without the prior written consent of the Licensor. Upon revocation, expiration, or surrender of this license the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of this license.

11. Return of Licensed Premises. On or before the expiration of this license, or upon its relinquishment by the Licensee, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. If this license is revoked for any reason, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities. In either event, if the Licensee fails to remove property brought onto the installation (abandoned property), then, at the option of the Licensor, the abandoned property shall either become the property of the United States, without payment of compensation, or the Licensor may have the property removed from the installation. The Licensee agrees that the Licensor has no obligation to safeguard or care for the abandoned property. Neither the Licensor, the U. S. Coast Guard, nor the United States are liable for any expenses incurred by the Licensee for the removal of the abandoned property. If the Licensee fails to remove any property brought on the installation, the Licensee shall pay any costs incurred by the Licensor for its removal.

12. Restoration of the Facility. The Licensee shall restore the facility to the condition in which it was received. Licensee shall clean up and remove all trash and refuse generated by the Licensee's use of the facility and shall replace any property that it may have relocated during its use of the facility. If the Licensee fails to restore the facility, including the removal of trash and relocation of property, the Licensee shall pay any costs incurred by the Licensor to restore the facility.

13. Damage to Property. The Licensee is responsible for any damage to or destruction of any property belonging to the United States, which results from the Licensee's use of the facility. The Licensee shall promptly repair or replace any damage or destroyed property to the satisfaction of the Licensor. In lieu of repairs or replacement, and at the sole Licensor's discretion, the Licensee may pay to the Licensor money in an amount sufficient to compensate for the Licensor for the loss sustained as a result of the damage to or destruction of the property.

14. State and Local Permits, Licenses, and Taxes. The Licensee is solely responsible for obtaining any state or local permits or licenses necessary for its proposed use of the facility, as well as for the payment of any state or local taxes generated by its activities.

15. Solicitations. The Licensee, its officers, employees, contractors, agents, guests and the participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.

16. Controlled Substances. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities may not bring any controlled substances onto the installation, nor may any controlled substances be possessed, used, solicited, transferred, or sold on the installation, except for lawful prescription use.

17. Alcoholic Beverages. The Licensee, its officer, employees, contractors, agents and guests and the participants in its activities may not bring any alcoholic beverages onto the installation.

18. Notice of Potential Hazards.

a. The following hazards may be associated with the use of the facility by the Licensee:

Electronic transmitting devices that emit radio waves of various frequencies.

b. The use of the described, or similar devices, and the hazardous facilities in the vicinity or along the access routes to the licensed facility are dictated by the weather conditions, operational requirements, other authorized uses of the installation and safety concerns. Their use cannot be delayed or otherwise affected because of the Licensee's use of the facility.

c. The Licensee shall advise its officers, employees, contractors, agents, and guests and the participants in its activities of the potential hazards.

19. Indemnification and Insurance.

a. Licensee shall indemnify and hold harmless the United States, the Coast Guard, its officers, employees, agents, and servants from any and all liability they may be liable for under the Federal Tort Claims Act (28 U.S.C. 2671 et seq.) or other laws, including the death or injury to any persons or loss or damage to the property of any persons resulting from the use of the facility by the Licensee.

b. Licensee shall indemnify and hold harmless the Licensor

against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Licensee's use of the facility or for any injuries sustained by any individuals who have come on the facility as a result of the Licensee's use of the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the Licensee's use of the facility.

c. Alcoholic beverages are not allowed onto the licensed facility, but if alcoholic beverages are served during the Licensee's use of the facility, the Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act or omission, no matter whether the act or omission occurs on or off the installation, following the consumption of alcohol at the facility by the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities.

d. Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the use of the facility under this license.

e. The Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may arise from the hazards listed in paragraph 18 above and the Licensee's potentially incompatible use of the facility.

f. Licensee shall have the Coast Guard specifically named as an insured in a general liability policy, obtained by the Licensee, at no cost to the Coast Guard, that covers the Licensee's use of the facility under this license. The Certificate of Liability Insurance Policy, which names the Coast Guard as an insured, must be in full force and effect during all periods covered by this license, including any periods when the Licensor has consented to the rescheduling of the use of the facility. The Certificate of Liability Insurance policy must provide a minimum of \$1 million dollars coverage per occurrence.

g. The Licensor must also be named as a certificate holder on the Licensee's insurance policy, and such Certificate of Liability Insurance shall provide that not less than thirty days prior written notice shall be given to the Licensor, in the event of modification, cancellation, or nonrenewal of the insurance coverage. The certificate must contain a severability of

interest clause. This license is not valid unless an appropriate certificate of insurance was received by the Licensor before this license was issued.

20. Notification. The Licensee shall notify all of its officers, employees, contractors, agents, or guests who will use the facility of the terms of this license and that they are required to comply with all applicable terms of this license if they enter the installation.

21. Non-Discrimination. The Licensee, for itself and its officers, employees, contractors, agents, and guests agrees that:

a. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise discriminated against in the use of the facility.

b. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements at the facility or in the furnishing of services in connection with the use of the facility by the Licensee.

c. That the Licensee shall use the facility in compliance with the regulations in 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964. This license is not valid unless prior to the execution of this license, the Licensee has signed the Standard Department of Transportation Title VI Assurances form, a copy of which is attached to and made part of this license.

22. Designation of Licensor's Principal Representative. Officer in Charge, BMC James Coleman at Aids to Navigation Team Two Rivers is designated as the Principal Representative of the Licensor. The Licensee shall coordinate its use of the facility with the Principal Representative. The Principal Representative can be contacted at telephone number 920-793-2260 or via email at James.R.Coleman@uscg.mil.

23. Revocation. This license is revocable at will by the Licensor. The revocation is effective upon written or verbal notification to Licensee's representative, Michael Willmas, at Michael.Willmas@sheboyganwi.gov, 920-459-3442.

Licenses are often revoked when in Licensor's opinion unsafe conditions exist, the Licensee has failed to comply with the terms of a license, or the use of the facility would conflict with Coast Guard operational, safety, or security requirements.)

24. Assignability. This license is neither assignable nor transferable by the Licensee.

25. Entire Agreement. This license constitutes the only agreement between the Licensor and Licensee. Any prior understanding or representation of any kind, which preceded the date of this license, are not binding on either party, except to the extent the understandings are incorporated into this license.

For the Licensee:

Michael Willmas
Superintendent of Facilities and Traffic
Division
City of Sheboygan, Department of Public
Works

For the U.S. Coast Guard:

Michelle Miller Frieden
Real Estate Contracting Officer
USCG Civil Engineering Unit Cleveland

Exhibits:

- A. Sign Dimensions and Photo
- B. Title VI Assurances



Sheboygan North Pierhead Light



"4" = 17" high

"MPH" = 10" high

The blue will be a darker shade or whatever you suggest.

STANDARD DHS TITLE VI ASSURANCES

The Recipient HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Homeland Security it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Homeland Security - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its program

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(3) and 21.23(b) of the Regulations, will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with each program and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Homeland Security issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure

Exhibit B

that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives federal financial assistance in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, lease, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under each program and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under each program

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of

Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such programs will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the program and is binding on it, other Recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the program

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated _____

Recipient

Attachments: (1) Appendix A, B and C

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DHS") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDI X B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, the Department of Homeland Security, as authorized by law, and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon, in accordance with the Appropriate Legislative Authority, the Regulations for the Administration of this program and the policies and procedures prescribed by the United States Coast Guard of the Department of Homeland Security and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Homeland Security (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all right, title and interest of the Department of Homeland Security in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed (,) (and)* (2) that the Recipient shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Homeland Security - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Homeland Security and its assigns as such interest existed prior to this instruction.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The Recipient for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a Department of Home and Security program or activity is extended or for another purpose involving the provision of similar services or benefits, the Recipient shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Home and Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Home and Security Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Recipient for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Recipient shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Home and Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Home and Security-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulation may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Government shall have the right to terminate the agreement and to reenter and repossess said land and facilities thereon, and hold the same as if said agreement had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the Government shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Government and its assigns.

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 10-21-22 by Director of Human Resources and Labor Relations submitting the Internal Controls Assessment - City of Sheboygan - Benefits Administration Assessment dated April 19, 2021 which was prepared by CliftonLarsonAllen LLP ("CLA"); recommends the document be referred to the Committee of the Whole.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 10 - 21 - 22. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
May 10, 2021.

Submitting the Internal Controls Assessment - City of Sheboygan -
Benefits Administration Assessment dated April 19, 2021 which was prepared by
CliftonLarsonAllen LLP ("CLA").

Director of Human Resources
and Labor Relations

Create Opportunities

We promise to know you and help you.



April 19, 2021

Internal Controls Assessment

City of Sheboygan – Benefits Administration Assessment

CONFIDENTIAL

CLAconnect.com



WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING

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CONFIDENTIAL



Background

During 2020, the City of Sheboygan's Human Resource Department (HR) had undergone various personnel and benefit administration changes. After these changes, various questions have arisen related to policies, procedures, and the overall administration of benefits for current and former city employees. As a result, the City's Administrator and Director of HR and Labor Relations contacted CliftonLarsonAllen, LLP, and engaged the firm to complete an Internal Controls Assessment of the Benefits Administration through facilitated discussions with various City personnel. (Note: This assessment cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations.)

Executive Summary

Key Findings:

When inquired, HR personnel were unable to provide details related to the overall transactional completeness and accuracy of claims, premiums, benefits, and other contractual liabilities related to current and retired employees. In addition, our assessment identified a specific **High Risk Finding** in which City finance personnel were unaware of some of the relationship between Payroll and Benefit transactions and the corresponding financial reporting. Specifically noted: 1) there was no defined policy for overriding the established benefits plan 2) there was no ability of personnel to determine whether the Fire Department's "Sick Leave Pool" (i.e., Pre – 1985 Pool of Donated Sick Leave estimated to be \$1.2M) liability is appropriately recorded and 3) the Police Department Employees were receiving both Good Attendance Credits and Sick Leave Pool Credits for hours accrued over 1,150. The Good Attendance Credits were recorded in the MUNIS System while the liability for the Sick Leave Pool was not recorded to the financial statements. These findings indicate gross negligence with regard to the design and execution of process and controls over financial reporting.

As a result of these findings, the City's **Control Environment**¹, is considered deficient and is defined as a **Material Weakness**¹.

Establishing a sound Control Environment demonstrates a commitment of integrity and ethical values at all levels of an organization. Establishing this environment assists current and future teams by:

- 1) Setting the appropriate tone at the top;
- 2) Providing adequate direction on policy, procedures and controls; and
- 3) Ensuring that established governance is maintained and followed.

Recommendation:

To the extent practical, the City of Sheboygan should focus their remediations efforts on:

- 1) The governance over new and/or existing payroll & benefit policies, procedures and controls;
- 2) Validating the completeness and accuracy over payroll and benefit transactions;
- 3) Increased Finance Department oversight of payroll & benefit transactions included in its financial reports;
- 4) Validating the Pre-2021 impact of irregular and potentially improper payroll & benefit transactions;
- 5) Completing an assessment of current processes and controls within the City's Purchasing and Financial Reporting Departments; and
- 6) Performing an annual fraud risk assessment.

Specifically, with the assistance and cooperation of the City's Finance Department, the HR Department should immediately complete a 'transaction map' to ensure all compensation and benefit related charges and liabilities are completely and accurately reflected within the City's financial statements.

See the **Statement of Aggregated Deficiencies**, beginning on page 7, for a detailed listing of processes reviewed, risks identified, and leading practice recommendations.

Overall, if issues surrounding the Control Environment, as well as the uncertainty around the completeness and accuracy of financial statements persist, the City will remain exposed to fraud, financial and reputational risks.

¹ See **Appendix I – Definitions** for additional details.



Objectives and Scope

The objective of the Benefits Administration Internal Audit Assessment was to review and evaluate current processes and controls against leading practices, as well as to propose future state changes that will help mitigate risks and better support internal controls.

CLA performed a Benefits Administration Internal Controls Assessment, for the City of Sheboygan, under the direction of management. The following areas were in-scope for this engagement:

- Internal Administrative Controls
- Past Practices
- Application of Policies and Procedures
- Benefits included:
 - Short-term and long-term disability premium reporting
 - The application and reporting of spousal surcharge waivers
 - The application of HSA payments to retirees
 - Manual overrides of specific prescription benefits
 - Administration of short-term benefits
 - Chamber of Commerce purchases/cash benefits
 - Distribution of gift cards and other personal benefits
 - Police and Fire Department sick bank management and monitoring
 - Other identified Benefits areas

(Note: For all services provided, management agreed to assume all managerial responsibilities; oversight of the services; as well as the evaluation and adequacy of the conclusions reached.)



Procedures Performed

Various techniques were used to assess the effectiveness of the internal controls over the administration of benefits for the City of Sheboygan. Techniques utilized included, but were not limited to, gathering supporting documents (i.e. describing current state processes (e.g., policies, procedures, flowcharts, reconciliations, analyses, etc.), conducting walkthroughs and interviews with members of the city's Human Resource, Finance and Administrative Departments.

- Human Resources
 - Vicky Schneider, Director of Human Resources and Labor Relations
 - Sandy Halvorsen, Compensation Administrator
 - Denise Clarke, HR Generalist
- City Administration
 - Todd Wolf, City Administrator & Comptroller
- Fire Department
 - Eric Montellano, Fire Chief
 - Dean Klein, Assistant Chief
- Police Department
 - Christopher Domagalski, Police Chief
- USI (Benefits Broker) - <https://www.usi.com/>
- Finance
 - Daniela Tainer-Partipilo, Interim Finance Director

We would like to acknowledge and thank management with whom we interacted. The time, effort, and insight they provided were instrumental in our understanding of the former and current state processes and procedures. In addition, upon our request for answers and supporting documentation, they promptly provided us with necessary information to complete our assessment.



Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

This report has been prepared in accordance with Statement of Standards for Consulting Services issued by the American Institute of Certified Public Accountants and is solely for use by management. It is not intended for use, in whole or in part, by outside parties without the specific consent of CliftonLarsonAllen LLP.

CliftonLarsonAllen LLP

April 19, 2021

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Statement of Aggregated Deficiencies

Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
City Administration	Fire Department sick bank	Policies and Procedures	The City has not developed defined Policies & Procedures to manage the Fire Department's sick leave pool.	The failure to have documented Processes puts the City at risk in the event a Fire Fighter suffers an injury/illness and is denied a pay-out from the pooled time. By not recognizing the liability the City is misstating their financials. In the current union contract there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory.	The City should document the policies and procedures around the Fire department's sick leave pool by defining pool eligibility, calculation of benefits, term of benefits, and delegation of authority surrounding updates and/or modifications to the administration of it. The Union contract was recently entered into, the City will not be able to re-negotiate the contract for another 3 years. The City might consider separately negotiating with the union to value the liability at the 1985 dollar values and to pay out liability by purchasing short-term disability contracts for union fire fighters until the funds are exhausted and then transition these policies over to each individual union member.	1
Finance	Fire Department sick bank	Reconciliation	The Fire Department's sick leave pool represents time donated from the 1960's through 1984 and there are approximately 3,300 days (8 hrs/day) included within the pool. Through discussions with all of the parties involved, it is our understanding that the liability is not included within the City's Financial Statements.	Liabilities are not properly recorded to general ledger.	The City should also work with the Union to properly value the liability, and ensure it is properly recorded within the financial statements.	1



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Code of Conduct	There currently is no "Code of Business Conduct and Ethics" acknowledgement included within the Employee Handbook that is reviewed and acknowledged by all employees.	Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be significant as strategic, operating, and financial risk.	Employees must sign the Code of Conduct and Ethics on an annual basis. That includes language that states City employees will be disciplined up to an including dismissal for failure to follow the Code of Conduct and Ethics.	2
Entity Level Controls	Control Environment	Whistleblower	There currently is no Employee Hotline" for an employee to report unethical and/or inappropriate activities.	Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be as great as strategic, operating, and financial risk. In addition, 43% of all frauds are identified via Whistleblowers versus an annual audit program.	We recommend that the organization implement an anonymous forum for employees to communicate fraudulent, erroneous, and unethical or immoral activities.	2
Human Resources	Short/Long Term Disability	Enrollment - Annual	On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Short-term/long-term disability	Enrollment - Updates and Modifications	For employees hired in the period between open enrollments American Fidelity will submit a form to HR with the individual's benefit selection and these selections are entered into Munis.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity bi-weekly monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2
Human Resources	Short-term/long-term disability	Administration of Benefits	Currently, American Fidelity manages the processing of all Short-term/long-term disability claims. Independently, the City has allowed employees to donate vacation time to co-workers in an effort to subsidize decreases in pay as a result of the disability claim (i.e. STD covers 60% wages).	The processing of payment of donated time to employees is in violation of the short-term and long-term disability insurance benefits. In addition, these payments would appear to contradict any previously approved, standard employee compensation and benefits packages.	We recommend that the organization discontinue this practice, and encourage employees to manage these efforts outside of the City's Administrative Services.	2
Finance	Short-term/long-term disability	Premium Payments	On a monthly basis, American Fidelity submits an invoice for the premiums of all employee benefits under their administration. The invoice is received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) benefit premiums could result in erroneous and inaccurate benefit payments.	The American Fidelity benefit payments should be reconciled to the organization's payroll records and tied to supporting documentation to ensure their completeness and accuracy. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Annual	<p>On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated.</p> <p>In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.</p>	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity, and UHC, census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Updates and Modifications	<p>For employees hired in the period between open enrollments AF will submit a form to HR with the individual's benefit selection and these selections are entered into Munis.</p> <p>In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.</p>	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation between the American Fidelity, and UHC, bi-weekly and/or monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Finance	Employee Benefits (Health, Dental, Vision etc.)	Premium and Claim Payments	On a monthly basis, the City's Insurance providers submit an invoice for the premiums and claims for all employee benefits/claims processed under their administration. The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) benefit premiums/claims could result in erroneous and inaccurate benefit payments.	The American Fidelity benefit payments should be reconciled to the organization's payroll records, and tied to supporting documentation to ensure their completeness and accuracy. In the same manner, the organization should reconcile their claim payments to the claim details provided by the provider. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2
Finance	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	Per discussion with USI, the City's Insurance Broker, on a monthly basis, the City's Insurance providers submit invoices for all employee claims processed. (Note: The claims processed include any and all manual overrides. It was also noted during our discussion that these overrides are not specifically identifiable within the claims report.) The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval.	The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments.	The documentation collected to authorize a manual override should be maintained. In addition, upon the receipt of the month-end claims report, that evidence should be reconciled against the report to support any overrides processed. This reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	HSA Contributions	Enrollment - Annual	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation of the eligible HSA donation recipients should be compared to those marked to receive the payments within Munis.	2
Human Resources	HSA Contributions	Enrollment - Updates and Modifications	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered.	A reconciliation of the newly eligible HSA donation recipients should be compared to those marked to receive the payments within Munis.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Finance	HSA Contributions	Administration of Benefits - HSA Contributions	City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment.	Employees or Retirees who are not entitled to a contribution are improperly given a HSA contribution.	<p>Once the listing of employees entitled to a HSA contribution is compiled a second knowledgeable employee should review the listing comparing it to the supporting documentation and sign-off indicating their review. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.</p> <p>In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.</p>	2
Accounting	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	Prior to the checking of checks, formal supporting documentation, and approval must be obtained to ensure payments made are reasonable and accurate.	2



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank								
Entity Level Controls	Control Environment	Delegation of Authority	During our discussion with HR and Accounting representatives CLA was made aware of instances where invoices were paid without proper approval. Some of these involved payments using only email documentation as support.	Expenditures incurred may not be properly approved.	<p>The creation and implementation of City-wide Delegation of Authority Matrix is to be completed.</p> <ul style="list-style-type: none"> •Primary operating categories are to be established and defined (e.g. Projects, Operating Expenses, Inventory Expenses, Balance Sheet Disposals and Write-offs, Treasury, etc.) •Secondary operating categories are to be established and defined (e.g. Included, but are not limited to: Operating Expenses: Utilities, Ordinary Maintenance, Department Consumables, etc.) •Inventoriable Items: Highway Supplies (road salt, asphalt supplies, signs, etc.) and Technology Service Supplies (Computers, Cable, Wireless Access Points, G-BICs, etc.) <p>(Note: In general, these will need to be defined, by the department, to properly identify and classify their significance.)</p> <ul style="list-style-type: none"> •Monetary approval thresholds are to be established and defined by the Primary and Secondary categories, as well as the Department. <p>For example:</p> <table border="0"> <tr> <td>\$0-\$999</td> <td>Functional Manager</td> </tr> <tr> <td>\$1,000-4,999</td> <td>Department Director</td> </tr> <tr> <td>\$5,000-\$24,999</td> <td>City Administrator</td> </tr> <tr> <td>Greater than \$25,000</td> <td>City Council</td> </tr> </table>	\$0-\$999	Functional Manager	\$1,000-4,999	Department Director	\$5,000-\$24,999	City Administrator	Greater than \$25,000	City Council	3
\$0-\$999	Functional Manager													
\$1,000-4,999	Department Director													
\$5,000-\$24,999	City Administrator													
Greater than \$25,000	City Council													



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Policies and Procedures	The City has not developed defined Policies & Procedures to manage the company's Human Resources, Purchasing, Accounting and Financial Reporting Processes. Specifically related to the assessment of Benefits Administration, the policies and procedures would identify the Human Resource/Accounting tasks utilized to record and recognize Human Resource transactions, e.g., Benefit Eligibility, Benefit Payments, Short Term / Long Term Disability, Retirement, Severance, Health Claim Expenditures and Other (i.e. Chamber Cash) which have a financial statement impact.	The failure to have documented policies and procedures puts the City at risk in the event Key Personnel are unable to perform the required work. The lack of defined Policies and Procedures can lead to numerous issues when preparing the company's financial statements, safeguarding its assets and the organization's ability to operate effectively.	The City should complete an evaluation of its current existing policies and procedures, determine those that exist and those that do not. In addition, each department should be required to complete an assessment of their policies and procedures on a 3-5 year rotation to ensure their completeness and accuracy. Specifically, based on this assessment we recommend the following departments also be assessed immediately: 1) Finance, and 2) Purchasing.	3
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Benefit Providers Selection Processes	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without proper procedures in place, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	A health and benefits committee should be established to ensure benefit provider have been fully vetted, and authorized by the appropriate City Officials and/or Administrators. Meeting minutes should be compiled, maintained, and circulated to ensure topics and decisions are shared among stakeholders.	3
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	Using Munis, employees who selected Employee and Spouse or Family insurance coverage are identified and a list of those individuals is created.	Employees who do not qualify for the surcharge waiver were allowed to avoid the \$1,200 surcharge via an informal waiver.	The listing of individuals carrying spousal or family coverage should be obtained from Munis. A secondary review of the listing should be compared to supporting documentation and verified by a second independent individual. Evidence of the review should be maintained.	3



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	Annually a letter submitted to the City employees to verify that their spouse is not eligible for employer provided insurance. Individuals who select City Insurance but whose spouse is eligible for coverage through their employer are assessed a \$1,200 fee. In addition, the fee is assessed for employees who do not reply to the letter in the prescribed time frame. There are currently no formal controls around this process.	Employees who do not qualify for the surcharge waiver were allowed to avoid the \$1,200 surcharge.	Using the generated list of individuals carrying spousal or family coverage letters should be submitted regarding the spouse's availability for alternative health insurance coverage. Responses to the letter should be tracked and the fee if applicable assessed. The completed documentation should be reviewed by a second employee.	3
City Administration	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	There are no specific policies or procedures authorizing or restricting the use of manual medical coverage overrides.	Improperly approved medical benefit overrides will result in inaccurate premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures or may be construed as discriminatory.	City Officials and/or the administrator should define the use and/or restriction of manual overrides of medical procedures.	3
City Administration	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	If allowable, there is no formal delegation of authority to ensure manual overrides are appropriately reviewed and approved prior to processing.	Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could opened the City up to additional liability if any of the overrides had led to additional medical procedures. (For example, if an administrator had authorized an elective surgery (i.e. gastro bypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.)	City Officials and/or the administrator should define the appropriate level of authority (e.g. HR Director, City Administrator, and/or a Benefits Committee) required to appropriately approve medical procedures and prescription that are not covered under the employee benefit plan.	3



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Chamber of Commerce purchases/cash benefits	Policies and Procedures	As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an 'official' City benefit.	Improperly authorization of incentive programs could lead to erroneous transactions.	City Officials and/or the administrator should define the use and/or restriction of any incentive programs. If the City decides to allow this program a formal process should be established for approving the issuance and requiring proper documentation.	3
Finance	Chamber of Commerce purchases/cash benefits	Administration of Benefits - Chamber Cash	As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an official City benefit but was available to individuals who were aware of the program via flyers. There was no formal vetting of the expenses the employees were claiming, and accounting did not require back-up prior issuing checks for the purchase of "Chamber Cash"	Improperly issued "Chamber Cash" exposes the City to waste or abuse.	The documentation collected to authorize a Chamber Cash should be maintained and utilized to support check requests. Leading practice would indicate that the policy, supporting documentation, and management approval would be utilized for these type of check requests prior to the processing of each payment.	3
Human Resources	Police Department sick bank management and monitoring	Policies and Procedures/ Management Review and Approval	The City has not developed defined Policies & Procedures to manage the Police Department's sick leave pool. The Police Department's sick leave pool represents time donated from the current officers in excess of 1,150 hours. There is no formal City policy regarding the use of this time, and it is not tracked in Munis indicating the liability is not recorded on the City's Balance sheet.	The failure to have documented Processes puts the City at risk in the event an Officer suffers an injury/illness and is denied a pay-out from the pooled time. In the current union contract, there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory.	The City should formally document the policies and procedures around the Police department's sick leave pool and record the resulting liability and calculated the correct liability value using some expedient manner. The City might consider separately negotiating with the union to pay out the liability by purchasing short-term disability contracts for union police officers until the funds are exhausted and then transition these policies over to each individual union member.	3



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	Based upon the retirees department HR should create an excel workbook for the retirement calculation. The excel workbook should include an Instruction Tab, which pulls in data from the appropriate Contract, and perhaps has locked cells, so that the only details being added are those directly from Munis. All values should be supported by the contract and minis data.	3
Human Resources	Retirement payouts Review and Approval	Management Review and Approval	All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS.	Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud.	All Retirement Payouts should be reviewed and approved in accordance with established signature guidelines.	3
Purchasing	Employee Benefits (Health, Dental, Vision etc.)	Purchasing Policies	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without appropriate purchasing policies and procedures, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	For any large purchase is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts.	4



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Purchasing	Employee Benefits (Health, Dental, Vision etc.)	Delegation of Authority	Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees.	Without appropriate delegations of authorities, the city the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators.	City Officials and/or Administrators should define an appropriate delegation of authorities related to the review and approval of contract related to employee compensation and benefits.	4
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Enrollment - Spousal Surcharge	It is our understanding that the prior Benefits Coordinator had been waiving the spousal surcharge for herself and potentially other City Employees.	Employees who do not qualify for the surcharge waiver are allowed to avoid the \$1,200 surcharge.	A forensic analysis should be completed to review spousal surcharges, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue.	4



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources	Employee Benefits (Health, Dental, Vision etc.)	Administration of Benefits - Manual Overrides	<p>The City's benefit (health, dental, vision, etc.) claims are managed and processed by their providers, based on negotiated coverages. Based on those coverages, the insurers process claims and/or co-payments per the defined plan. Once processed, the covered amounts are paid by the City, with the deductible and co-payments amounts processed by the employees (i.e. current and former) enrolled in the plans.</p> <p>Seeing as though the City is Self-Insured, they have the ability to process Manual Overrides for any/all procedures or medications regardless of those stated within negotiated/approved benefit packages.</p> <p>Prior to Jan 2021, the prior Benefits Administrator was contacting USI, their Insurance Broker, and manually overriding an unknown amount of medically requested prescriptions/procedures.</p>	<p>Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures.</p> <p>(For example, if an administrator had authorized an elective surgery (i.e. gastrobypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.)</p>	A forensic analysis of previously processed overrides should be completed to determine the magnitude and potential pending liabilities of overrides processed.	4



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Human Resources/ Accounting	HSA Contributions	Administration of Benefits - HSA Contributions	According to management, in prior years some retirees participating in the benefits plans received a donation into their HSA account. This was determined to have been completed within error.	The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments.	A forensic analysis should be completed to review HSA contributions, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue.	4
Human Resources	Chamber of Commerce purchases/cash benefits	Administration of Benefits - Chamber Cash	The prior benefits administrator had been authorizing Chamber Cash Payments without proper segregation of duties and delegation of authorities. Over the course of several years \$13K in Chamber Cash Payments has been paid out.	Improperly issued "Chamber Cash" exposes the City to waste or abuse.	A forensic analysis of previously processed Chamber Cash payments should be completed to determine the magnitude, accuracy, and usage of certificates granted.	4



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Enterprise Risk Assessment	The City has not developed and implemented a formal Enterprise Risk Management (ERM) Program. ERM is a process that identifies, assesses, and prepares an organization to address those risks, dangers, hazards, and potential disasters that could interfere with the entity's operations and objectives.	<p>An ERM process provides an organization with a framework for identifying particular events or circumstances that are relevant to the organization's objectives (risks and opportunities), assessing them in terms of likelihood and magnitude of impact, determining a response strategy, and a monitoring process. By identifying and proactively addressing risks and opportunities, organizations can protect and create value for the entity's stakeholders. When properly implemented, ERM will enable greater enterprise-wide discipline and reliability to help better manage risks. Some benefits would include:</p> <ul style="list-style-type: none"> • Reduces chance of crises and problems, thereby allowing leadership to focus more on mission priorities • Helps protect the entity's reputation • Identifies, elevates, and manages risks so that the right risks get to the right people at the right time • Creates a culture where risk identification and elevation is encouraged and rewarded • Builds line-of-sight into risks across organizational silos to create the opportunity to leverage mitigation approaches for risks with similar root causes • Provides greater knowledge and insights into enterprise risk to improve resource allocation and strategic decision-making 	The City should consider developing and implementing an ERM Program to enhance their ability to detect, assess and manage risks impacting the City and its operations. The ERM program would be reviewed and updated annually in order to reflect the changing environment that the City operates.	5



Process	Sub-Process	Control Description	Current State	Risk Description	Leading Practice / Recommendation	Priority Rank
Entity Level Controls	Control Environment	Segregation of Duties	The City has not developed and implemented a Segregation of Duties Matrix that identifies the both the System Access and Employee Responsibilities. Currently employees are able to initiate retirement payout transactions and authorize payments for those payments.	<p>A combination of two or more of the responsibilities, which are noted below, creates SOD conflicts and subjects an organization to the potential occurrence of fraud as well as its concealment.</p> <p>To the extent practical, the following activities are to be segregated amongst employees:</p> <ul style="list-style-type: none"> • the ability to execute benefit transactions; • the ability to record benefit transactions; • having custody of assets; and • having responsibility to reconcile the transaction. 	<p>The organization should regularly perform a review of organizational duties to ensure no high risk segregation of duties conflicts exist.</p> <p>On a semi-annual to annual basis, an access review is initiated to ensure authorized personnel have access to financial systems and transactions.</p> <p>On an annual basis, an access review is initiated to ensure authorized personnel have access to bank accounts.</p>	5



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Appendix I – Definitions

Material Weakness - AICPA AU Section 325 defines a *material weakness* as a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. Indicators of material weaknesses in internal control include identification of fraud, whether material or not, on the part of senior management; ineffective oversight of the entity's financial reporting and internal control by those charged with governance. Root causes for possible material weaknesses: absent or inadequate segregation of duties within a significant account or process; absent or inadequate controls over the safeguarding of assets; inadequate design of IT general and application controls that prevent the information system from providing complete and accurate information consistent with financial reporting objectives and current needs.

Control Environment - The control environment describes a set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. According to the Institute of Internal Auditors (IIA), a control environment is the foundation on which an effective system of internal control is built and operated in an organization that strives to 1) achieve its strategic objectives, 2) provide reliable financial reporting to internal and external stakeholders, 3) operate its business efficiently and effectively, 4) comply with all applicable laws and regulations, and 5) safeguard its assets.

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VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. May 17, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 7-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the continuation of the self-insured worker's compensation program; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 7 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
May 10, 2021.

A RESOLUTION authorizing the continuation of the self-insured worker's compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation with a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker's compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

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

II

Gen. Ord. No. _____ - 21 - 22. By Alderpersons Felde, Ackley, and Dekker.
May 17, 2021.

AN ORDINANCE amending the Municipal Code so as to temporarily reduce fees for sidewalk cafés.

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

Section 1. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 110-502. - Sidewalk café permit.

(a) *Annual license.* The fee for an annual sidewalk cafe permit shall be the greater of \$50.00 or \$1.00 per square foot. Notwithstanding this provision, due to the ongoing economic challenges presented by the 2020-2021 novel coronavirus pandemic, the fee for an annual sidewalk café permit issued for the license year beginning April 15, 2021 and ending April 14, 2022 shall be the greater of \$25.00 or \$0.50 per square foot.

. . . ."

Section 2. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby amended so as to repeal subsections (c)(9) and (c)(10) thereof.

Section 3. 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.

AMS

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

III

Other Matters

R. O. No. 16 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting various license applications for the period ending December 31, 2021, and June 30, 2023.

City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	1022 Michigan Ave. Apt. B
5907	Biever, Jessica M.	N7470 Bittersweet Road, Plymouth
3641	Brushert, Eric C.	1228 S. 21 st Street
3635	Evilsizer, Chance L.	1007 School Avenue
3633	Mueller, Isabel L.	1719 Marvin Court
3627	Kraus, Callah R.	W7096 Grogen Road, Elkhart Lake
0894	Metz, Lisa A.	1541 S. 8 th Street
3629	Parker, Karen S.	2528 B Cross Creek Drive
3637	Plantamura, Carly	1736 S. 14 th Street
3625	Powers, Isabel	4792 N. Cramer Street
8224	Salazar, Amanda	610 Broughton Drive
3638	Stuefen, Trent A.	530 Park Avenue
3628	Taylor, Alonzo A.	1403 Center Avenue
3623	Wernecke, David D.	1213 S. 19 th Street

BEVERAGE OPERATOR'S LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0087	Aicher, Kristin E.	2418 N. 11 th Street
5511	Anderson, Maureen F.	250 Auburn Drive, Sheboygan Falls
5585	Arentsen, Jon M.	N1457 Sauk Trail Road, Oostburg
9030	Benish, Leland J. (CLUB)	2513 N. 9 th Street
6141	Berg, Joel F.	3625 N. 14 th Street
8239	Bridges, John L. (CLUB)	2221 Cooper Avenue
6094	Brusky, Ann L.	1728 N. 13 th Street
1158	Burke, Jacklyn J.	909 Ontario Avenue
4770	Butzen, Karen K.	1430 Geele Avenue Apt. 1
3007	Clark, Debra L.	2709 Main Avenue
5840	Coenen, William F. (CLUB)	4106 N. 46 th Street
5433	Cordle, Alexia J.	1520 S. 13 th Street
7672	Decker, Dennis E. (CLUB)	N7122 Riverwoods Drive
1762	Decker, Kyle R. (CLUB)	4318 White Oak Lane

2/15

8037 Diedrich, Hayley E.	619 N. 8 th Street #3
3121 Diener, Robert C.	3725 Nuemair Court
8362 Drews, Barry R. (CLUB)	2335 N. 15 th Street
1605 Emmer, Tamie A.	906 S. 15 th Street
1873 Fogle, Tom M. (CLUB)	4222 N. 31 st Street
1988 Gallenberger, Jena	517 S. 14 th Street
9327 Gruenke, Elizabeth A.	2745 N. 8 th Street
2813 Hankins, Kimberly J.	2222 S. 11 th Street
2852 Ingram, Alice E.	1514 S. 13 th Street
0969 Jagler, Kurt J.	1539 N. 17 th Street
1575 Jones Jr., Floyd D.	1310 Badger Road
8951 Kraemer, Lois C.	1612A Martin Avenue
5346 Kreutz, Michael S. (CLUB)	5315 Lakeshore Road
6340 Kruse, Richard J. (CLUB)	5334 Hidden Creek Drive
3036 Lallemond, Michael J.	2537 N. 11 th Street
1854 Matuschka, John M. (CLUB)	1702 Kaat Lane
0784 Mehn, Jeffrey L.	3610 Bonnie Court
7676 Meulbroek, Robert W.	4830 Ferndale Court
0085 Meyer, Kristin L.	1239 N. Avenue
9479 Muehlbauer, John P. (CLUB)	145 Fox Glove Ln, Sheboygan Falls
9480 Pierce, Christine L.	1634 S. 20 th Street
0997 Pierce, Lyle H.	716 Bluff Avenue
2958 Petrie, Tiffany L.	1719 A N. 12 th Street
2917 Pocian, Crystal L.	810 S. Wisconsin Dr., Howards Grove
9972 Ramey, Angela	514 N. 26 th Street
2820 Rango, John W.	1523 N. 37 th Street
0108 Ranieri, John M.	2017 N. 6 th Street
1214 Reinemann, Michelle M.	1813A N. 2 nd Street
7181 Repinski, Dawn M.	3830 Koehn Avenue
3052 Scott, Tara A.	603 S. 14 th Street
6782 Senkbeil, Joanne M.	1323B Superior Avenue
2218 Tauferner, Gary L.	2606 Grey Fox Court
9692 Tyrrell, Erin K.	1301 S. 19 th Street
2274 Vreeke, Paul	37 Beechwood Drive
2853 Weiberg, Stacey N.	48 Victor Court, Plymouth

TAXICAB DRIVERS LICENSE (December 31, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2753	Cassel, Michael A.	625 S. 14 th Street
2474	Neuman, Vivian V.	2201 Erie Avenue Apt. B115
3632	Perez, Anyelika M.	3431 N. 10 th Street
3631	TeStroete, Randy L.	4425 Primrose Court Apt T105



UPDATED

R. O. No. 17 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

CHANGE OF AGENT

Timothy J. Schmidt is replacing William Coenen as agent effective immediately for Sheboygan Pine Club located at 1716 Geele Avenue.

CHANGE OF PREMISE

No. Name

Address

1809 The Wharf

733 Riverfront Drive - One day event to be held on 7/21/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.

1809 The Wharf

733 Riverfront Drive - Nine day event to be held on 8/7/21 - 8/15/21 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same businesses and include current premise.

3069 Time and a Half

2518 N. 15th Street - One day event to be held on 6/19/21 to include front of building on 15th Street from fence to corner And side of building from driveway to corner and include current premise.

CIGARETTE/TOBACCO (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 th Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive

"CLASS A" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc (Alex's Corner Market)	723 Center Avenue
3245	Skogens Foodliner Inc. (Festival Foods)	595 S. Taylor Drive
2765	Sheboygan Liquor LLC (Jakes Liquor)	2019 S. Business Drive
3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 th Street

CLASS "A" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	JAI Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14 th Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
1193	Kwik Trip, Inc. (Kwik Trip 361)	1618 Calumet Drive
1998	Kwik Trip, Inc. (Kwik Trip 780)	2622 S. Business Drive
2920	Kwik Trip, Inc. (Kwik Trip 873)	625 S. Taylor Drive
2763	Kwik Trip, Inc. (Kwik Trip 897)	2033 North Avenue
2944	Lesley E. Ochoa (Lesley's Tax Service)	1427 N. 8 th Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive

3371 Minit Mart, LLC (Minit Mart Store #684)	1006 Geele Avenue
3364 Minit Mart, LLC (Minit Mart Store #685)	1508 S. 8 th Street
3365 Minit Mart, LLC (Minit Mart Store #688)	2235 North Avenue
3366 Minit Mart, LLC (Minit Mart Store #690)	2420 Calumet Drive
3367 Minit Mart, LLC (Minit Mart Store #694)	3715 Washington Avenue
3368 Minit Mart, LLC (Minit Mart Store #696)	3626 S. Taylor Drive
3369 Minit Mart, LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370 Minit Mart, LLC (Minit Mart Store #699)	1211 Weeden Creek Road
2519 Adithi LLC (Northside Clark)	2709 N. 15 th Street
3007 Ananda Marketing LLC (Tidy Store Of Sheboygan)	810 N. 14 th Street
3490 Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue
1424 Walgreen Co (Walgreens #06097)	3320 S. Business Drive
2088 Walgreen Co. (Walgreens #6570)	1029 N. 14 th Street
2601 Walgreen Co. (Walgreens #12020)	2702 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap (4 th Street Tap)	520 N. 4 th Street
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12 th Street
3461	HCM Hospitality (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3159	Big Mikes Sports Bar & Grill, LLC (Big Mikes Sports Bar & Grill)	911 Indiana Avenue
1936	Catering With Culinary Artists (Black Pig)	821 N. 8 th Street
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8 th Street
3160	Bo Mallies LLC (Bomallies)	2427 Calumet Drive

3254 Bookworm Gardens Inc (Bookworm Gardends)	1415 Campus Drive
2381 Coblyns, LLC (Bourbon Street Pub & Grill)	1536 Indiana Avenue
2762 Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
3150 The Brew Hub LLC (Craft 30)	908 Michigan Avenue
2121 El Camino LLC (El Camino)	823 Michigan Avenue
1892 1909 Union Avenue, Inc. (Gosse's At Northwestern House)	1909 Union Avenue
2192 Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
2949 Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
1734 Sheboygan Hotel, LLC (Holiday Inn - Express)	3823 Germaine Avenue
3056 Gotta Getcha In Oasis (House Divided)	840 Wilson Avenue
1926 Trattoria Stefano Inc (Il Ritrovo)	515 S. 8 th Street
3322 Indiana Joes LLC (Indiana Joes LLC)	933 Indiana Avenue
3299 In The Bag LLC (In The Bag)	1501 Union Avenue
3445 J & J Hotspot LLC (J & J Hotspot LLC)	1823 N. 12 th Street
2726 John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue
3434 John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
3333 Kohler Company (Kohler Co.)	Golf Course
3086 Las Brisas LLC (Las Brisas)	1129 S. 8 th Street
3271 Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 th Street
3448 Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
1226 Judith A Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
2301 One More Time, LLC (Mojo)	1235 Pennsylvania Avenue
3435 Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue

1267 Richard C Lambrecht (Poor Richards)	1105 Geele Avenue
3001 Ranieri, LLC (Ranieri's Four Of A Kind)	811 Indiana Avenue
1288 Riverview Club Inc (CLUB) (Riverview Club)	626 N. 15 th Street
1303 Richard W Rupp, Inc (Rupps Downtown)	925 N. 8 th Street
2135 Keg I LLC (Santee's Cool Runnings)	1202 Michigan Avenue
3087 Santana's Place, LLC (Santanas Place)	1019 Erie Avenue
3404 Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
1925 Renee A Butzen (Screamers)	2201 N. 15 th Street
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 th Street
1229 Sheboygan Lodge No 438 (Sheboygan Moose Lodge #438)	1811 Georgia Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
1346 Sheboygan Pine Club Inc (CLUB) (Sheboygan Pine Club)	1716 Geele Avenue
1353 Sheboygan Yacht Club Inc (Sheboygan Yacht Club)	214 Pennsylvania Avenue
3198 Cynthia M Goetsch (Skiper Inn)	808 Broadway Avenue
1360 Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 th Street
3458 Sol & Nova LLC (Sol & Nova)	1133 Michigan Avenue
3444 SS North Star LLC (SS Northstar)	3004 N. 8 th Street
2943 Superior Bar & Grill LLC (Superior Bar & Grill LLC)	2607 Superior Avenue
3186 Lehmann LLC (Suscha Bar)	1054 Pennsylvania Avenue
3479 Stefano's Slo Food Market, LLC (Stefano's Slo Food Market)	729 Pennsylvania Avenue
2020 Terry A Lawrence (Terrys)	1028 Lincoln Avenue
2245 Wongjan Manyvahn (Thai Café Restaurant)	1227 N. 14 th Street
2566 Joseph M Brost (That Place On 8 th)	1432 S. 8 th Street

2373 Maltsscoop Corp (The Duke Of Devon)	739 Riverfront Drive
2193 The Kaddyshack LLC (The Kaddyshack)	1502 S. 13 th Street
2207 Silver Fern LLC (The Silver Fern)	2538 N. 15 th Street
2921 The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3069 Time And A Half LLC (Time And A Half)	2518 N. 15 th Street
1411 Tommys Inc (Tommys Bar)	2335 N. 15 th Street
1412 Trattoria Stefano Inc (Trattoria Stefano)	522 S. 8 th Street
2427 Urbane Hospitality LLC (Urbane)	1231 N. 8 th Street
1420 Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
3119 Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 th Street
2513 Coblyns, LLC (Vreekes Tavern)	935 Michigan Avenue
2029 Weill Center Foundation Inc. (Weill Center)	826 N. 8 th Street

CLASS "B" BEER LICENSE (June 30, 2022) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn)	3664 S. Taylor Drive
3430	Half Tree Studio (Board And Brush)	528 N. 8 th Street
2879	Charcoal North Inc (Charcoal Inn North Inc)	1637 Geele Avenue
2796	Charcoal Inn South Inc. (Charcoal Inn South)	1313 S. 8 th Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
2445	La Conquistadora LLC (La Conquistadora LLC)	1218 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 th Street
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3135	Cheong LLC (New China Buffet)	571 S. Taylor Drive

1328 Sheboygan Athletic Club
(Sheboygan Athletic Club)
2696 Delavan Family Restaurant Inc
(Sheboygan Family Restaurant)
1809 Riverfront Bait & Tackle Inc
(The Wharf)
3449 Yangchee LLC
(Toys Restraunt)

2338 New Jersey Avenue
2704 S. Business Drive
733 Riverfront Drive
1229 N. 8th Street

"CLASS C" LICENSE (June 30, 2022) (RENEW)

2409 Brown Deer Pride LLC
(Americinn)
3412 Local Hospitality Group LLC
(Local Press Eatery)
3034 Family Entertainment, LLC
(Marc Cinemas)
2696 Delavan Family Restaurant Inc
(Sheboygan Family Restaurant)

3664 S. Taylor Drive
502 S. 8th Street
3226 Kohler Memorial Drive
2704 S. Business Drive

III

Other Matters

R. O. No. 18 - 21 - 22. By CITY CLERK. May 17, 2021.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1926	Il Ritrovo	515 S. 8 th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8 th Street west of the south west corner of the existing premises and the point on the west curb of 8 th Street west of the north west corner of the existing premises.
1926	Il Ritrovo	515 S. 8 th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8 th Street west of the south west corner of the existing premises and the point on the west curb of 8 th Street west of the north west corner of the existing premises.
1926	Il Ritrovo	515 S. 8 th Street - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8 th Street west of the south west corner

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of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 7/13/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner

of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 8/24/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

1926 Il Ritrovo

515 S. 8th Street - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the existing premise, the point on the west curb of 8th Street west of the south west corner of the existing premises and the point on the west curb of 8th Street west of the north west corner of the existing premises.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the

center of 8th Street where 8th meets
Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event
to be held 6/29/21: Temporarily add to
the existing premises the area within
the following four points: The north
west corner of the existing premise,
the south west corner of the exiting
premise, the point at the center of 8th
Street west of the south west corner of
the Legend Larry's building, and the
center of 8th Street where 8th meets
Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event
to be held 7/06/21: Temporarily add to
the existing premises the area within
the following four points: The north
west corner of the existing premise,
the south west corner of the exiting
premise, the point at the center of 8th
Street west of the south west corner of
the Legend Larry's building, and the
center of 8th Street where 8th meets
Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event
to be held 7/13/21: Temporarily add to
the existing premises the area within
the following four points: The north
west corner of the existing premise,
the south west corner of the exiting
premise, the point at the center of 8th
Street west of the south west corner of
the Legend Larry's building, and the
center of 8th Street where 8th meets
Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event
to be held 7/20/21: Temporarily add to
the existing premises the area within
the following four points: The north
west corner of the existing premise,
the south west corner of the exiting
premise, the point at the center of 8th

Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting

premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/24/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise,

the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The north east

corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/13/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the

following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/24/21: Temporarily add to the

existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 9/07/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

3412 Local Press Eatery

502 S. 8th Street - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The north east corner of the existing premise, the south east corner of the existing premise, the point at the center of 8th Street east of the south east corner of the existing premises, and the center of 8th Street where 8th meets Pennsylvania Avenues south edge.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 6/15/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 6/22/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 6/29/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 7/06/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 7/13/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 7/20/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 7/27/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 8/03/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing

premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 8/10/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 8/17/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 8/24/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west

side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 8/31/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 9/7/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 9/14/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St.

also include the sidewalk on the west side of 8th street from the existing premise to the described addition.

1412 Trattoria Stefano

522 S. 8th Street - One day event to be held 9/21/21: Temporarily add to the existing premises the area within the following four points: The south west corner of the building at 515 S. 8th St, the north west corner of the building at 511 S. 8th Street, the point on the west curb of 8th St. west of the south west corner of the building at 515 S. 8th St, and the point on the west curb of 8th St. west of the north west corner of the building at 511 S. 8th St. also include the sidewalk on the west side of 8th street from the existing premise to the described addition.