

**\*\*\*ATTACHMENTS\*\*\***

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May 3, 2021

RESIGNATION

Kyle Whelton from the Mead Library Board effective April 1, 2021.

**From:** Kyle Whelton [<mailto:kylewhelton@gmail.com>]

**Sent:** Wednesday, March 24, 2021 10:05 PM

**To:** Quinn, Maeve <[maeve.quinn@earthlink.net](mailto:maeve.quinn@earthlink.net)>; Erickson, Garrett <[garrett.erickson@meadpl.org](mailto:garrett.erickson@meadpl.org)>

**Subject:** Mead Library Board

Hi Maeve and Garrett,

After a great deal of thought and consideration, I have decided to resign my seat as a trustee of Mead Public Library effective April 1<sup>st</sup> of 2021. I have taken an exciting new role at a start-up enrollment firm, which is consuming more and more of my time and energy as we are growing very quickly. In reviewing the pipeline of business that we have coming in for the rest of 2021 and into 2022, I know that I cannot fully honor the commitment of being a Trustee while doing my job and that is not fair to Mead or my colleagues on the board.

It is with a heavy heart that I have come to this decision. I have loved the last four years of serving on the Library Board and felt privileged to be trusted with the guidance of such an amazing institution. I have grown in my time with Mead and look forward to staying engaged as I enter this new chapter of my life. I'll see you both soon.

Sincerely,

Kyle Whelton  
(920) 627-9082



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

MAYOR'S OFFICE

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
www.sheboyganwi.gov



### 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

  
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RYAN SORENSON, MAYOR

#### MAYOR'S OFFICE

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

TO: Mayor Ryan Sorenson  
FROM: Roberta Filicky-Peneski  
RE: Candidate for Redevelopment Authority  
April 22, 2021

Please consider Jim Conway for a seat on the Redevelopment Authority. I have known Jim and his family for a number of years and believe he would be a contributing member of the RDA.

James Conway  
610 Bluff Ave.  
Sheboygan, WI 53081  
jamesconway@olsenkloetlaw.com

Phones:

Home – 920-458-1980

Work – 920-458-3701

Cell – 920-946-1120

Undergraduate Degree, Marquette University

Law Degree, Marquette University

Attorney with Olsen, Kloet, Gunderson and Conway since 1978

- probate, civil litigation, trial, appellate law

Has represented the city in some civil litigation when called upon

Moved to Sheboygan in 1978 with wife Wendy; raised three children who went to North High School

# KA VANG LEE

2401 North 26<sup>th</sup> Street ° Sheboygan, WI 53083  
Phone: 920-287-5946 ° Email: Lee.kavang@gmail.com

## STRENGTHS

Bilingual, culturally competent  
Recovery oriented focus  
Independent and motivated learner  
Exceptional interpersonal communication skills & computer skills

## EDUCATION

### **Master of Arts in Community Counseling**

Lakeland University, Plymouth, WI  
November 29th, 2012

### **Bachelor of Arts in Child Psychology & Family Social Science Minor**

University of Minnesota, Twin Cities, MN  
August 17th, 2007

## PROFESSIONAL EXPERIENCE

**Nett-Work Family Counseling** · Sheboygan, WI (January 2016-Current)  
Licensed Professional Counselor

- Counsel clients to assist in overcoming life adjustment issues and making positive changes with CBT, Person Centered & DBT treatment approaches
- Develop treatment plan focused on client goals
- Provide multicultural & bilingual support for general clinic and staffs
- Attend community events for outreach and education efforts

**Sheboygan County Health & Human Services** · Sheboygan, WI (May 2012-Feb. 2016)  
Mental Health Specialist

- Responsible for managing direct client services for those with major mental illness
- Provide outreach and support to consumers and the public at large
- Develop comprehensive outcome focused service plans for consumers and assist in achieving goals to comply with Medicaid eligible program(s)
- Assess and prepare for court orders and intervention
- DBT trained - co-therapist for DBT Skills Group
- IPS (Individual Placement Service) trained
- Led Dual Diagnosis group for mentally ill dealing with AODA
- Comprehensive Community Services certified case manager
- Participate in planning and implementing Social Solutions-ETO database
- Participated in Ethics Community

**John Michael Kohler Arts Center** · Sheboygan, WI (August 2010-January 2012)  
Administrative Assistant

- Provided quality customer service
- Implemented departmental projects
- Maintained information with Microsoft, Excel, Sharepoint, Access & Outlook

**Think Small** · Minneapolis, MN (December 2007-May 2010)

Community Advocate & Parent Educator

- Referred clients to providers and social services
- Implemented survey & data collection
- Provided consultation for students, families and professionals
- Provided services and training for Work Force Centers, state assistance programs, schools, shelters, and local nonprofit agencies

**Community Child Care Center** · Saint Paul, MN (August 2005-2007)

Assistant Teacher

- Promoted pro-social behavior and positive development
- Supervised students
- Developed curriculum based play

### **RELATED VOLUNTEER EXPERIENCE**

**Hmong Mutual Assistance** · Sheboygan, WI (May 2011-current)

Volunteer/ Consultant

- Consultant for Health Care Committee
- Covid-19 Initiatives with community partners
- Participate in fundraiser events
- Cook for cultural fairs
- Community outreach

**Sheboygan Health & Human Service (PACE)** · Sheboygan, WI (Dec. 2011-April 2012)

Intern

- Case management for severe mentally ill adults
- Medication monitoring
- Attended in-services & staffing with social workers, nurse, & psychiatrist
- Treatment planning with supervisor

**Dynamic Family Solution** · Manitowoc, WI (October-December 2011)

Volunteer

- Audit client files
- Prepared activities for AODA teens and juvenile sex offenders

**Rainbow Kids** · Sheboygan, WI (August-December 2010)

Group Facilitator

- Organized group activities for therapeutic healing
- Defined coping strategies & problem solving skills in dealing with death and divorce

**Brain Injury Association** · Minneapolis, MN (August 2009-May 2010)

Volunteer

- Organized fliers, brochures and booklets
- Outreached to multicultural community and various social services

### **Professional Membership & Licensure**

American Counseling Association

Wisconsin Counseling Association

Licensed Professional Counselor with State of Wisconsin (certified since 2015)

**References**

Available upon request

# Heather Cleveland

Project Manager, President and Founder of Green Bicycle Company

*Entrepreneurial Spirit • Technical Background • Passion for the Environment and Engagement*



## **Education**

University of Wisconsin – Milwaukee  
Master of Urban Planning, 2013  
BS, Civil Engineering, 2007

## **Military Service**

Army National Guard  
Transportation Specialist, 1998-2006  
Operation Iraqi Freedom, 2003-2004

## **Key Skills**

Leadership  
Discussion Facilitation  
Project Management  
Growth Planning  
Problem Solving  
Idea Generation

## **Professional Experience**

**Operation and Product Developer**, Plymouth Springs Fish Co.  
*November 2019 – April 2020*

- Developed operations infrastructure including employee management processes, website and product packaging, and marketing materials
- Created teams to provide critical analysis of projects while building consensus

**Executive Director**, Nourish  
*March 2015 - November 2019*

- Lead and grew important non-profit in Sheboygan, WI, creating and achieving long and short-term goals
- Managed operations including hiring, staff development, and program development, while building new collaborations throughout the region
- Created and utilized program metrics to assess success
- Created and implemented fundraising strategy with diverse income streams

**Environmental Engineer**, AECOM  
*January 2008 – February 2013*

- Assisted with landfill design calculation, modeling, review and report creation
- Conducted Phase I Environmental Site Assessments, Phase II investigations, brownfield site groundwater monitoring, and construction oversight

## **Engagement**

Adjunct Instructor for UW-Milwaukee, Mechanical Engineering 490:  
Community Development and Sustainable Methods  
*Spring 2018 and Spring 2019*

Professional Mentor for Engineers Without Borders and Sheboygan  
Diversity, Equity, Inclusion, and Belonging Initiative Chair

Served as Board President for Goodside Grocery and Treasurer for  
Sheboygan Service Foundation



# ALEXANDRIA KING-CLOSE

+1 857 526 1694 | AKingClose@gmail.com | <https://www.linkedin.com/in/akingclose/>

## PROFESSIONAL EXPERIENCE

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### Proche LLC

#### *Chief Visionary Officer - Global*

- ✓ Lead business consulting in organizational strategy and operationalization, emphasizing resource efficiency
- ✓ Conduct research consulting on socio-political issues through an analytical social science lens

### Sheboygan, Wisconsin

Nov 2020—Present

### Global Partners for People, Inc.

#### *Strategist Driver of Outreach*

- ✓ Develop vision and strategy for new NGO, serving as partner with founder to orchestrate Borderless Development projects involving international citizen exchange for local economic development
- ✓ Led in doubling organizational partnerships with diverse international and local organizations

### Rochester, New York (remote)

2014—Present

### Harvard University

#### **Office of the Vice Provost for International Affairs**

#### *Program Manager/Senior Project Manager*

- ✓ Negotiated and advised on memoranda of understanding (MOUs) and other contracts with international universities and governments, liaising with Office of General Counsel and world-renowned researchers
- ✓ Managed budgets totaling \$20.5+M including research programs and multi-pronged promotional initiatives
- ✓ Led first-ever comprehensive review of university strategy for international engagement writ large, working extensively with Office of the Governing Boards and committee chair from Oxford University
- ✓ Facilitated oversight of six university-wide international and area studies research centers to ensure that center programs aligned with mission, working closely with executive directors and advising on processes
- ✓ Liaising with General Counsel, determined and compiled materials for legal actions with federal government around immigration and travel policy changes affecting higher education and US economic growth, including:
  - ✓ Amicus briefs to U.S. Supreme Court (2017)
  - ✓ Successful lawsuit against federal government challenging international scholar policy (July 2020)
- ✓ Conducted deep and broad research on trends in internationalization of higher education and developed graphic and visual material for presentations
- ✓ Presented new communications rollouts to small and large audiences of up to 100+ people
- ✓ Head administrator of entire Harvard Global Institute enterprise:
  - ✓ Began managing Institute on short notice, with responsibility for making funding and operational decisions previously made by University Vice President for Strategy and Programs
  - ✓ Saved \$2M in annual costs by initiating administrative consolidation
  - ✓ Led program development, strategic direction, and organizational & financial planning
  - ✓ Administered grant funding to 27 global academic research projects, working directly with high-profile senior faculty
  - ✓ Developed briefings for funding donors, keeping abreast on donor relationships

(Promotion/transfer as Project Manager 2016, promotion to Senior Project Manager 2019, contracted as Program Manager June-Oct 2020)

### Cambridge, Massachusetts

2016—2020

### Harvard T. H. Chan School of Public Health

#### **Division of Policy Translation & Leadership Development**

#### *Senior Program Coordinator*

- ✓ Directed teams of up to nine (9) staff, including program, marketing, data analytics, and writing fellow staff
- ✓ Recruited, hired, onboarded, trained, supervised, and evaluated program teams annually
- ✓ Conducted research analyzing content trends in public-facing leadership advice from public health leaders
  - ✓ Findings presented at 2016 American Public Health Association (APHA) annual meeting & expo conference in Denver, CO
- ✓ Initiated, developed, and oversaw market research project evaluating program effectiveness, at significant cost savings
- ✓ Served as primary contact liaising with visiting fellows including CEOs; cabinet-level ministers; U.S. governors; President of Mexico; U.S. Secretaries of Health & Human Services, and Homeland Security; and UNICEF head

### Boston, Massachusetts

2011—2016

# ALEXANDRIA KING-CLOSE

+1 (857) 526 1694 | AKingClose@gmail.com | <https://www.linkedin.com/in/akingclose/>

## PROFESSIONAL EXPERIENCE (continued)

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University of Wisconsin—Madison

Madison, Wisconsin

Department of Sociology

2008—2009

*Research Assistant*

- ✓ Established and refined research techniques for accuracy and efficiency, for study on the feminization of poverty in urban communities
- ✓ Lauded for research support in article "[Eviction and the Reproduction of Poverty](#)," published in the [American Journal of Sociology](#) (July 2012)
- ✓ Contributed to research that went onto earn [MacArthur Award](#) (2015)

University of Wisconsin—Madison School of Business

Madison, Wisconsin

Center for Operations & Technology Management

2008

*Research Assistant*

- ✓ Conducted phone interviews with CEOs of manufacturing companies, managing large Excel database

## DIPLOMACY

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Mayor's International Committee

Sheboygan, Wisconsin, USA

*Member-at-Large, serving as an Official Ambassador of the City of Sheboygan* 2020-2021

- ✓ Appointed by Mayor of Sheboygan, and voted on and approved by Common Council
- ✓ Led new initiative welcoming foreign exchange students amid 2020 pandemic

Milwaukee Bolivarian Circle Sister City Exchange

Carora, Lara State, Venezuela

*Field Mission Selected Delegate*

2007

- ✓ Member of delegation alongside Venezuelan Deputy Consul to the United States
- ✓ Engaged with leaders and participants of innovative social programs including microcredit banks, community hospital, food security dispersal operation, coffee and food cooperatives, and poultry farm
- ✓ Served as delegation spokesperson in local media outlets

City of Sheboygan, Wisconsin Sister City Exchange

Tsubame, Niigata, Japan

*Goodwill Mission Selected Delegate*

2005

- ✓ Represented City of Sheboygan at official ceremonies, informal meetings, and government office visits

## LANGUAGES

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**English:** Native speaker/mother tongue | **French:** Intermediate proficiency | **Swahili:** Basic working proficiency

## EDUCATION

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**Harvard University**, *Master of Liberal Arts in Extension Studies*, International Relations, May 2016

**University of Wisconsin-Madison**, *Bachelor of Arts*, Sociology, Women's Studies, African Studies, Global Cultures, May 2009, Dean's List

## SKILLS

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Strategic Leadership | Organizational Strategy | Contract Negotiation | Data Visualization | Program Management  
Writing Briefings & Executive Summaries | Team Leadership | Budget Management | Project Management | Public  
Speaking & Presenting | Program Evaluation | Policy Development | Community Outreach | Strategic Communication

Web: Drupal 7, WordPress, Wiki intranet, Google Analytics, Search Engine Optimization (SEO)

Design and Media: Adobe InDesign, Photoshop, Microsoft Publisher, YouTube, Spotify, 3PlayMedia transcription

Digital Communications and Marketing Research: Qualtrics survey software, Survey Monkey, MailChimp

Data Management & Visualization: FileMaker Pro, Excel, familiarity with Access, Tableau

Presentation: PowerPoint, Prezi presentation software

Collaboration: SharePoint, Podio, Google Drive, Microsoft Teams, Zoom

# Barbara A. Alvarez

1907 N. 4<sup>th</sup> Street  
Sheboygan, WI 53081

[barbara.ann.alvarez@gmail.com](mailto:barbara.ann.alvarez@gmail.com)

630-209-6859

## EDUCATION

- Advanced Studies Specialist Program in Information Science, University of Wisconsin-Madison [February 2021]
- M.S., Library and Information Science, University of Illinois-Urbana [May 2012]
- B.A., History with a minor in Spanish, University of Illinois-Urbana [December 2010]

## PROFESSIONAL EXPERIENCE

*Adjunct Instructor*, University of Illinois-Urbana, University of Wisconsin-Madison, and Clarion University of Pennsylvania

January 2019 – Present

- Design and deliver class instruction, including syllabi, course content, quizzes, final exams, and reading assignments that meet course objectives and competencies to graduate students
- Complete grade books, assessments, and provide feedback to students on a timely basis
- Courses include Introduction to Cataloging & Classification, Adult Programming in Public Libraries, Library Marketing and the Community, Administration & Management in Information Centers, Financial Literacy, and Business Reference Sources & Services

*Manager of Adult Services*, North Shore Library, Glendale, Wisconsin

September 2017 – November 2019

- Collaborated with the *Milwaukee County Department on Aging* to make the North Shore Library the first library Memory Connection Center in the nation, serving those with dementia and their caregivers with resources
- Developed a marketing and communications strategy for the library, including creating a listserv with 1,800 subscribers and a monthly podcast
- Coordinated an ongoing outreach strategy for the library to connect with businesses, government organizations, schools, and retirement homes

*Corporate Communications Specialist*, Kohler Co., Kohler, Wisconsin

June 2016 – September 2017

- Managed the corporate communications library collection, as well as handled reference requests, conducted research, cataloged and organized material and maintained the corporate historic archives
- Promoted library and archives services by writing biweekly stories to 33,000 global associates that feature various aspects of the collection
- Cataloged and added metadata to the corporate digital collection, as well as fulfilled requests and provided training of the database to global partners

*Manager of Adult Services*, Westmont Public Library, Westmont, Illinois  
August 2015 – April 2016

- Participated and spoke with various community groups in order to build sustainable partnerships, as well as organized collaborative opportunities with organizations
- Managed a budget of \$150,000, as well as applied for grants and funding opportunities, to provide materials, technological equipment and resources
- Oversaw a staff of five employees, including hiring, training and providing reviews, as well as coordinated with the management team to ensure that the library evolved with trends and needs

*Business Liaison Librarian*, Barrington Area Library, Barrington, Illinois  
June 2013 – August 2015

- Designed and delivered continuing education tools for the business community through specialized classes, curriculum, online resources and research assistance
- Introduced the business community to the resources in library's MakerSpace, including the LulzBot Mini 3D Printer, Silhouette Cameo Cutting Machine, 3D Selfie Kinect and MakeyMakey
- Created and produced business videos and podcasts for the ongoing *Business: It's Better in Barrington* series that featured local business owners and entrepreneurs

*Adult Services Librarian*, West Chicago Public Library District, West Chicago, Illinois  
May 2012 – June 2013

- Served as library liaison to corporations, city government and the history center
- Provided e-book and computer instruction via classes, drop-in sessions and tutorials
- Arranged and presented at monthly book discussions, library events and reader's advisory opportunities, as well as created reading lists and book displays

*Assistant Librarian*, Barrington Area Library, Barrington, Illinois  
June 2011 – May 2012

- Provided knowledgeable customer service to children, teens and their guardians
- Assisted in reference, reader's advisory, collection development and programming
- Planned and organized the library's first week-long *Day of the Children* event

## **FELLOWSHIPS, AWARDS, AND GRANTS**

2020 Teachers Ranked as Excellent for Spring, Summer, Fall 2020. University of Illinois.  
2019 Wisconsin Library Association Programming Innovation Award  
2019 University Fellow, University of Wisconsin-Madison  
2019 Center for Inquiry Conference Sponsorship  
2018 Know News: Engaging with Mis- and Disinformation Grant Attendee, Simmons College  
2018 Reaching Across Illinois Library Systems Conference Sponsorship  
2017 PrivCo Prize Winner for Outstanding Business Librarianship  
2017 Luce Fellow Nominee, University of Illinois-Urbana  
2017 Reaching Across Illinois Library Systems Conference Sponsorship  
2016 International Federation of Library Associations & Institutions Travel Grant  
2016 Design 4 Learning Instructional Design Grant Participant, Syracuse University

- 2015 Reaching Across Illinois Library Systems Continuing-Education Grant
- 2015 Synergy: The Illinois Library Leadership Initiative Grant
- 2015 BRASS Morningstar Public Librarian Support Travel Award
- 2015 Athena Leadership Award Nominee, Barrington Area Chamber of Commerce
- 2013 ILEAD USA: Innovative Librarians Explore, Apply, and Discover Immersion Grant
- 2012 Beta Phi Mu Honor Society Award
- 2011 Spectrum Scholar Scholarship, American Library Association
- 2011 Sylvia Murphy Williams Award, Illinois Library Association
- 2010 Summer Fellow, University of Iowa SROP/McNair
- 2010 Best Academic Programming, Panhellenic Council, University of Illinois-Urbana
- 2010 James Scholar, University of Illinois [renewed 2007-2010]
- 2010 President's Award, University of Illinois [renewed 2007- 2010]
- 2010 OMSA Scholastic Award, University of Illinois [renewed 2008-2010]

## **PUBLICATIONS**

- 2021 "Public Libraries and the Dismantling of Disinformation." *Public Libraries Magazine*.
- 2021 "Adult Literacy and Educational Attainment: Implications for Economic Growth and the Role of Libraries." White paper for *EveryLibrary Institute*.
- 2021 "The American Heritage Project: A Legacy of Public Libraries and Community Discussions." *Libraries: Culture, History, and Society*. Penn State University Press. [40% acceptance rate]
- 2020 "Part of the Gig Economy? Grab a Library Card!" *EveryLibrary Institute*.
- 2020 "People's Budget: Final Report for Freedom, Inc." Graduate Student Researcher for the Gender Analysis.
- 2020 "We Need More Women in the Fight: Transnational Latinx Feminist Activism from La Paz to Sheboygan." *Wisconsin Latinx History Collective*. Wisconsin Historical Society.
- 2020 "We Should Support the Women's Health Protection Act." *Cap Times*
- 2019 "A Potential Literary Goldmine." *Northwest Indiana Business Magazine*.
- 2017 "Public Libraries in the Age of Fake News." *Public Libraries Magazine*.
- 2017 "Embed with Business." *American Libraries Magazine*.
- 2016 Monthly Contributor, 2014 – 2016. *Public Libraries Online*.
- 2015 "Connecting with Entrepreneurs and Small Business Owners." *Illinois Libraries Matter*.
- 2014 "Learn, Share, and Grow: Barrington Area Library's Role as a Connector in the Community." *Continuance Magazine*.
- 2013 "Outreach Redefined: Outreach Services at the West Chicago Public Library." *Library Communications Journal*.

## **BOOK**

- 2016 *Embedded Business Librarianship for the Public Librarian*. Chicago: ALA Editions, an imprint of the American Library Association.

## **REVIEWS: EMBEDDED BUSINESS LIBRARIANSHIP FOR THE PUBLIC LIBRARIAN**

- 2017 American Reference Books Annual

- 2017 Reference and User Services Association  
 2017 Emerald Publishing Limited  
 2016 VOYA Magazine  
 2016 Library Journal, Starred Review

## BOOK CHAPTERS

- 2020 *News Sources*. In L. Saunders & M. Wong (Eds.), *Reference and Information Services: An Introduction*. Santa Barbara, CA: Libraries Unlimited.  
 2019 *Financial Service Partners in the Community*. In *Financial Literacy at the Library*. Chicago: ALA Editions, an imprint of the American Library Association.

## SELECTED INTERVIEWS AND CITATIONS

- 2018 2018 NJLibsGrowBiz Summit: Building Business Outreach and Services.” *Public Libraries Online*.  
 2018 Libraries and Podcasting. *Infopeople*.  
 2017 A Conversation with Barbara A. Alvarez. *American Libraries Magazine*.  
 2017 Reviewer for: “Liaisons as Sales Force: Using Sales Techniques to Engage Academic Library Users.” *In the Library with the Leadpipe*.  
 2016 Get Hired: 130+ Tips for Job Seekers from the Experts. *Recruiter.com*.  
 2016 6 Unlikely Places to Find a Job. *Recruiter.com*.  
 2015 Libraries on the Edge: some great ideas. *Public Libraries News*.  
 2015 The Human Connection. *Library Journal*.  
 2015 A Well-Connected Lineup at The Digital Shift. *Library Journal*.  
 2015 Local Women Leaders to be Honored at BACC Athena Luncheon. *Living 60010*.  
 2015 GSLIS Alumni Selected for ISL Leadership Program. *iSchool News*.  
 2015 RUSA’s Business Reference and Services Section Selects Achievement Award and Grant Winners. *ALA News*.  
 2014 Who’s Who? Networking Ideas for Meetings and Events. *Associations Now*.  
 2014 The Best Kept (Business) Secret in Barrington. *365 Barrington*.  
 2014 Barrington Area Library Encourages Adults and Teens to Read to Feed. *Chicago Tribune*  
 2013 LEAD USA Announces Illinois Participants. *Web Junction Works*.  
 2013 Two West Chicago Librarians Selected to Participate in ILEAD. *Chicago Tribune*.  
 2012 Geneva’s Connection to Fire to be Highlighted at History Center. *Kane County Chronicle*  
 2011 Spectrum Scholarship Winners Announced. *American Libraries Magazine*.

## ACADEMIC INSTRUCTION

- 2021 IS 544. Administration and Management of Libraries and Information Organizations. *University of Illinois-Urbana*.  
 2021 IS 571. Information Services for Diverse Users. *University of Illinois- Urbana*.  
 2021 LS 491/591: Business Reference Sources & Services. *Clarion University*.  
 2021 LS 357. Organization of Information. *Clarion University*  
 2020 LS 480/580 Library Marketing and the Community. *Clarion University*

- 2020 LS 543: Adult Programming in Public Libraries. *Clarion University*.
- 2020 IS 590. Information Service Marketing. *University of Illinois- Urbana*.
- 2020 IS 571. Information Services for Diverse Users. *University of Illinois- Urbana*.
- 2020 LIS 712: The Public Library. *University of Wisconsin-Madison*.
- 2020 IS 505: Administration and Management of Libraries and Information Organizations. *University of Illinois- Urbana*.
- 2020 LS 363: On the Money- Information for Financial Literacy. *Clarion University*.
- 2019 LS 502: Introduction to Cataloging & Classification. *Clarion University*.
- 2019 LS 543: Adult Programming in Public Libraries. *Clarion University*.
- 2019 LS 580: Library Marketing and the Community. *Clarion University*.
- 2019 LS 491/591: Business Reference Sources & Services. *Clarion University*.
- 2010 LAS 101: Freshman Seminar. *University of Illinois-Urbana*.

## CLASS INSTRUCTION

- 2021 Communication & Teamwork. *Library Juice Academy*.
- 2021 Basics to Genealogy. *Preserve This*.
- 2020 Grader for LIS 855: Grant Writing. *University of Wisconsin-Madison*.
- 2020 Facts Tell, Stories Sell: A Masterclass. *Reaching Across Illinois Library Systems*.
- 2020 Business Outreach for Public Librarians. *American Library Association*.
- 2020 Basics to Genealogy Research. *Preserve This*.
- 2019 Marketing (Or Other Duties as Assigned). *Reaching Across Illinois Library Systems*.
- 2018 Community Engagement: Building Connections with Technology. *Infopeople*.
- 2018 Business Outreach for Public Librarians. *American Library Association*.
- 2018 Using Technology for Community Engagement. *Infopeople*.
- 2018 Livestreaming @ the Library. *Reaching Across Illinois Library Systems*.
- 2017 Podcasting Basics for Public Librarians. *Reaching Across Illinois Library Systems*.
- 2017 Build Your Professional Brand and Get Published. *Association of Specialized and Cooperative Library Agencies*.
- 2016 Using Technology for Community Engagement. *Infopeople*

## PRESENTATIONS + WEBINARS

- 2021 You're On Air! Starting a Podcast at Your Library. *Wisconsin Association of Public Libraries*
- 2021 Marketing with Infographics. *Reaching Across Illinois Library Systems*.
- 2020 Building Your Business Mindset: Stepping into Your Role in the Business Community. *BLINC-North Carolina*.
- 2020 Entrepreneurship Support Organizations Panelist. *National Entrepreneurship Week*.
- 2019 Facts Tell, Stories Sell: Marketing Your Library's Message. *Reaching Across Illinois Library Systems*.
- 2018 Keynote address: "Building Business Connections: Stepping Into Your Role in the Business Community." *NJLibsGrowBiz Summit 2018*.
- 2017 Supporting New Business Owners: How Public Libraries Can Step Up. *Missouri State Library*.
- 2017 The Power of Storytelling. *Infopeople*.

- 2017 Building Business Connections in Your Library. *Federal Depository Library Program.*
- 2017 Confronting Misinformation: How librarians can assist patrons in the information age. *Federal Depository Library Program.*
- 2017 Librarian Career Exploration Day Panelist. *University of Illinois- Chicago.*
- 2016 Building Business Connections with Your Community. *Infopeople.*
- 2016 Creating Virtual Connections with Your Community. *Reference User Services Association.*
- 2016 Building Community-Business Partnerships through Embedded Librarianship. *American Library Association.*
- 2015 Episode 70: Gwyn Stupar and Barbara Alvarez. *Circulating Ideas.*
- 2015 Embedded Business Librarianship at Your Public Library. *Library 2.015.*
- 2015 You're On Air! Using Google Hangouts to Connect Libraries. *The Digital Shift.*
- 2015 Building Blocks: Constructing Your Career Path through Networking, Branding, and Flexibility. *American Library Association Annual Conference.*
- 2015 Embedded Business Librarianship in Your Community. *RLA-CE.*
- 2014 Embedded Business Librarianship for Public Libraries. *University of Illinois- Urbana.*
- 2014 Libraries as Coworking Spaces. *Business Interest Group.*
- 2014 Google Hangouts for Business. *Oakton Community College.*
- 2014 The Library OnConference: A Free Conference on Google Hangouts. *Illinois Library Association Annual Conference.*
- 2014 Business Services for Public Libraries. *Library 2.014.*
- 2014 Using Google Hangouts on Air to Livestream Library Programs." *Public Library Association Annual Conference.*
- 2013 Improving Virtual Services to Students." *Illinois Library Media Association Annual Conference.*
- 2013 Improving Virtual Services to Patrons. *Library 2.013.*
- 2013 Recursos de la biblioteca para los clientes. *Ball Horticultural Company.*
- 2013 Bookplates: a historical exploration of Cornelia Anthony's rare bookplate collection. *West Chicago Public Library District.*
- 2012 Up in Flames: The Iroquois Theater Disaster. *Geneva History Museum.*
- 2010 True Americanos: education, activism, and politics of Mexican-Americans in Iowa. *University of Iowa and the Ohio State University.*

## SELECTED ACTIVITIES

- 2021 *Book Selection Committee for Bookworm Gardens*  
Collaborate with fellow educators and literacy professionals to review and recommend multicultural books for potential future exhibits, events, and lessons.
- 2021 *Chair and Vice-Chair of Reference & Adult Services Committee*  
As part of the Wisconsin Library Association, I advocate for, participate in, and develop programs focusing on issues in reference and adult services. I lead network initiatives and leadership opportunities for public librarians throughout Wisconsin.
- 2020 *Graduate School Dean's Advisory Board Member, University of Wisconsin-Madison*

Collaborate with fellow graduate students of varying experiences, degree goals, fields of study, and perspectives to discuss policy proposals and provide feedback to the dean.

- 2020 *Committee Member of Student Title IX Advisory Committee (STIXA)*  
 Serve as a graduate-student representative on the Student Title IX Advisory Committee at the University of Wisconsin-Madison. This committee provides oversight and advocacy to bridge the gap between students' needs and UW policy on sexual harassment and sexual violence to the highest degree possible, considering Federal and State law.
- 2018 *Co-founder and organizer for The Library OnConference*  
 This is a free, virtual networking conference for librarians around the world. Since its inception in 2014, this conference has reached nearly 500 librarians from 39 countries and received annual supportive grants.
- 2017 *Member of the Coastal Young Professionals Ambassador Committee*  
 With the Sheboygan Chamber of Commerce, I worked with others to host networking programs and connected young professionals in the area with engagement resources.
- 2016 *iRead Committee Resource Guide Coordinator*  
 Through the Illinois Library Association, I supervised 35 librarians from Illinois, California, Ohio and Minnesota to create and publish a 100+ page resource guide so librarians throughout the nation and on military library bases can provide an affordable and creative Summer Reading Club experience to their communities.
- 2014 *Women's BizNet Committee Member*  
 With a group of ten women through the Barrington Area Chamber of Commerce, I organized networking and information opportunities for female entrepreneurs, business owners and professionals.
- 2012 *Educational Volunteer at Geneva History Center*  
 Cataloged and developed the history center's first library of over 1,500 historic books and maps, as well as uncovered lost material like a signed autobiography by Jane Addams and a history book of the infamous Iroquois Theater Disaster that had a local impact.
- 2010 *SROP/McNair Summer Fellow at the University of Iowa*  
 I conducted research in the Iowa Women's Archive about the often-overlooked history of Mexican-American women immigrants to the Quad Cities. I presented this research at the University of Iowa and the Ohio State University.
- 2009 *Vice-President of Academics for Delta Zeta Sorority*  
 I developed a system to academically encourage members, including study hall locations with volunteer study hall leaders, renovating the unused library resource room by adding in new material, consistent in-house quiet hours and study buddies, as well as office hours for the 100 sorority members to advise them on relevant campus resources. For this work, I received Best Academic Programming out of 35 sororities on campus in 2010.

II

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

Submitting a communication from the Wisconsin Department of Administration regarding Stonebrook Crossing Addition No. 2. The Department of Administration does not object to the final plat bearing the March 5, 2021 revision date and certifies that it complies with: s. 236.15, s. 236.16, s.236.20, and s. 236.21, Wis. Stats.

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CITY CLERK



TONY EVERS  
GOVERNOR  
JOEL BRENNAN  
SECRETARY  
Plat Review  
101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<https://doa.wi.gov/platreview>

0023

April 13, 2021

PERMANENT FILE NO. 28363

DAVID LEININGER  
HOMELAND SURVEYING  
2079 COLD SPRINGS RD  
SAUKVILLE WI 53080

Subject: STONEBROOK CROSSING ADDITION NO. 2  
SE1/4 S9 T14N R23E  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY

Dear Mr. Leininger:

You have submitted STONEBROOK CROSSING ADDITION NO. 2 for review. The Department of Administration does not object to the final plat bearing the March 5, 2021 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

The Department of Administration has no conditions for this plat.

Note to all: The surveyor indicated that all exterior monuments have been set and that the City of Sheboygan has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

The plat shall be presented to the City Council for final approval and signing. The City, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department, or the Sheboygan County Planning & Conservation Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Renée M. Powers". The signature is written in a cursive style with a large, looping "P" at the end.

Renée M. Powers, PLS  
Plat Review  
Email: [plat.review@wi.gov](mailto:plat.review@wi.gov)

Enc: Recordable Document

cc: Stonebrook Crossing LLC, Owner  
Clerk, City of Sheboygan  
Sheboygan County Planning & Conservation Department  
Register of Deeds  
BLRPC

ORIGINAL RECEIVED FROM SURVEYOR ON 02/04/2021; REVIEWED ON 03/01/2021  
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 04/09 2021



# Stonebrook Crossing Addition No. 2

A re-division of all of Lots 79-91 of Stonebrook Crossing Addition No. 1, being a subdivision in part of the NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

### Owner's Certificate:

Stonebrook Crossing LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on the plat.

Stonebrook Crossing LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration  
City of Sheboygan

Stonebrook Crossing LLC

Robert B. Werner - Manager  
Stonebrook Crossing LLC

STATE OF WISCONSIN  
SHEBOYGAN COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Robert B. Werner of the above named limited liability company, to me known to be the same person who executed the foregoing instrument as such officers as the Manager of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

(Notary Seal)

Notary Public, \_\_\_\_\_ Wisconsin

My commission expires \_\_\_\_\_

### City of Sheboygan Common Council Approval Certificate

Resolved, that the plat of Stonebrook Crossing Addition No. 2 in the City of Sheboygan, Stonebrook Crossing LLC, owner, is hereby approved by the Common Council.

By approval of this plat, the City of Sheboygan hereby releases its rights to the public utility easements over parts of Lots 79 to 91, as shown on Stonebrook Crossing Addition No. 1, recorded in the Sheboygan County Register of Deeds Office in Volume 15 on pages 301-302, as Document No. 210946

All conditions have been met as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Date \_\_\_\_\_ Signed \_\_\_\_\_ Mayor

Printed \_\_\_\_\_ Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Sheboygan.

Date \_\_\_\_\_ Signed \_\_\_\_\_ Merreth DeBruin, City Clerk

### Certificate of City of Sheboygan Treasurer

STATE OF WISCONSIN  
SHEBOYGAN COUNTY) SS

I, \_\_\_\_\_, being the duly appointed qualified and acting Treasurer of the City of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_ on any of the land included in the plat of Stonebrook Crossing Addition No. 2.

Date \_\_\_\_\_ Acting City Treasurer

print name

### Certificate of the County Treasurer

STATE OF WISCONSIN  
SHEBOYGAN COUNTY) SS

I, Laura Henning Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that the records in my office show no unreturned tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of Stonebrook Crossing Addition No. 2.

Date \_\_\_\_\_ Laura Henning Lorenz - Treasurer

### Consent of Mortgagee:

Oortburg State Bank, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this plat, and does hereby consent to the above certificate of Stonebrook Crossing LLC, owner.

IN WITNESS WHEREOF, the said Oortburg State Bank has caused these presents to be signed by Eric Glewens, its President, and countersigned by Paul Kupiec, its Vice President, at Oortburg, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Oortburg State Bank  
In the presence of:

Eric Glewens, President \_\_\_\_\_, Witness  
print name

Paul Kupiec, Vice President \_\_\_\_\_, Witness  
print name

STATE OF WISCONSIN  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above named president and vice president of the bank, and acknowledged the same.

(Notary Seal) \_\_\_\_\_ Notary Public, \_\_\_\_\_ Wisconsin

My commission expires \_\_\_\_\_

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified April 13, 2021  
Department of Administration

Dated this 26th day of January, 2021  
Dated this 16th day of March, 2021.

David J. Leinweber  
Notary Public



II

R. O. No. \_\_\_\_\_ - 21 - 22. By BOARD OF WATER COMMISSIONERS. May 3, 2021.

To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the 2020 Annual Audited Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS

  
\_\_\_\_\_  
Gerald R. Van De Kreeke, President

  
\_\_\_\_\_  
Mark J. Smith, Secretary

  
\_\_\_\_\_  
Thomas E. Howe, Member

Attachments



**Sheboygan Water Utility  
An Enterprise Fund of the City of  
Sheboygan, Wisconsin**

Financial Statements and  
Supplementary Information

December 31, 2020 and 2019

# Sheboygan Water Utility

An Enterprise Fund of the City of Sheboygan, Wisconsin

Table of Contents

December 31, 2020 and 2019

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	<u>Page</u>
<b>Independent Auditors' Report</b>	1
<b>Required Supplementary Information</b>	
Management's Discussion and Analysis	3
<b>Financial Statements</b>	
Statements of Net Position	9
Statements of Revenues, Expenses and Changes in Net Position	11
Statements of Cash Flows	12
Notes to Financial Statements	14
<b>Required Supplementary Information</b>	
Schedule of Proportionate Share of Net Pension Liability (Asset), Wisconsin Retirement System	46
Schedule of Changes in the Total OPEB Liability and Related Ratios - Health Insurance	47
Schedule of Proportionate Share of Net OPEB Liability - Wisconsin Life Insurance Plan	48
Notes to Required Supplementary Information	49

## Independent Auditors' Report

To the Utility Commission of  
Sheboygan Water Utility

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of and for the years ended December 31, 2020 and 2019, and the related notes to the financial statements, as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Sheboygan Water Utility's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheboygan Water Utility's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2020 and 2019, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise fund and do not purport to, and do not, present fairly the financial position of the City of Sheboygan, Wisconsin, as of December 31, 2020 and 2019 and the respective changes in financial position, or cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

***Other Matter***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the required supplementary information as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Baker Tilly US, LLP*

Madison, Wisconsin  
March 31, 2021

**MANAGEMENT'S DISCUSSION AND ANALYSIS**

## Sheboygan Water Utility

### Unaudited Management's Discussion and Analysis

As of and for the Years Ended December 31, 2020 and 2019

The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2020 and 2019. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

#### Financial Highlights

- The utility's operating income decreased from \$2,275,479 in 2019 to \$1,888,505 in 2020.
- The utility's total cash position increased from \$9,425,935 in 2019 to \$9,678,420 in 2020.
- The utility's unrestricted cash and investment position decreased from \$8,183,173 in 2019 to \$5,680,697 in 2020.
- The utility's total net position increased by \$419,758 in 2020 to \$46,829,445 from \$46,409,687 in 2019.
- The utility's total assets increased by \$2,311,347 in 2020 to \$63,326,140 from \$61,014,793 in 2019. Total liabilities increased \$1,058,976 to \$16,274,864 in 2020 from \$15,215,888 in 2019.

#### Financial Statements

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The Statements of Net Position include the utility's assets (investments), deferred outflows of resources, liabilities (obligations to creditors) and deferred inflow of resources. These statements provide information to assess the liquidity and financial flexibility of the utility.

The Statements of Revenues, Expenses and Changes in Net Position will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where the cash came from, what was the cash used for, and what was the change in cash balance.

#### Financial Analysis of the Utility

The Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Position will show the difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

#### 2020

The Statement of Net Position showed that total net position increased \$419,758, an increase of 0.9%. Total assets increased \$2,311,347 or 3.8%. The increase is due to an increase in restricted funds for construction. The utility saw a 2.3% increase in net capital assets of \$1,161,104. Capital additions were financed with operating income and revenue bonds. Restricted net position increased to \$894,234 due to the increase in net pension asset.

## Sheboygan Water Utility

Unaudited Management's Discussion and Analysis

As of and for the Years Ended December 31, 2020 and 2019

### 2019

The Statement of Net Position showed that total net position increased \$2,462,947, an increase of 5.6%. The increase was due to an increase in plant assets. Total assets increased \$1,811,650 or 3.1%. The utility saw a 10.2% increase in net capital assets of \$4,557,760. Capital additions were financed with operating income and revenue bonds. Restricted net position decreased to \$481,598 due to the decrease in bond amount reserved for construction, and net pension asset.

#### STATEMENTS OF NET POSITION As of December 31, 2020, 2019 and 2018

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Unrestricted current and other assets	\$ 8,506,618	\$ 10,142,482	\$ 10,153,487
Restricted assets	4,028,870	1,242,762	2,062,375
Capital assets	<u>50,790,652</u>	<u>49,629,548</u>	<u>46,987,281</u>
Total Assets	<u>63,326,140</u>	<u>61,014,792</u>	<u>59,203,143</u>
Deferred outflows related to pensions	<u>1,038,866</u>	<u>1,262,190</u>	<u>729,101</u>
Current liabilities payable			
from unrestricted assets	1,514,738	2,098,510	1,509,908
Liabilities payable from restricted assets	1,091,308	1,066,793	1,033,625
Non-current liabilities	<u>13,668,818</u>	<u>12,050,584</u>	<u>12,675,948</u>
Total Liabilities	<u>16,274,864</u>	<u>15,215,887</u>	<u>15,219,481</u>
Deferred inflows related to pensions	<u>1,260,697</u>	<u>651,408</u>	<u>766,023</u>
Net investment in capital assets	40,122,886	38,634,349	35,473,732
Restricted net position	894,234	481,598	807,602
Unrestricted net position	<u>5,812,325</u>	<u>7,293,740</u>	<u>7,665,406</u>
Total Net Position	<u>\$ 46,829,445</u>	<u>\$ 46,409,687</u>	<u>\$ 43,946,740</u>

## Sheboygan Water Utility

Unaudited Management's Discussion and Analysis

As of and for the Years Ended December 31, 2020 and 2019

The following Statements of Revenues, Expenditures and Changes in Net Position helps to further explain the nature of the increase in net position during 2020 and 2019.

### STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Year Ended December 31, 2020, 2019 and 2018

	2020	2019	2018
Operating revenues	\$ 8,695,191	\$ 8,902,438	\$ 9,308,950
Non-operating revenues	124,728	337,471	365,797
Total Revenues	<u>8,819,919</u>	<u>9,239,909</u>	<u>9,674,747</u>
Operating & maintenance expenses	6,806,686	6,626,959	5,712,580
Non-operating expenses	414,914	566,958	717,103
Total Expenses	<u>7,221,600</u>	<u>7,193,917</u>	<u>6,429,683</u>
Income before transfers	1,598,319	2,045,992	3,245,064
Capital contributions	-	1,541,118	-
Interfund transfers (tax equivalent)	<u>(1,178,561)</u>	<u>(1,124,163)</u>	<u>(1,126,774)</u>
Change in Net Position	419,758	2,462,947	2,118,290
Beginning Net Position	46,409,687	43,946,740	42,093,392
Cumulative effect of a change in accounting principle	-	-	<u>(264,942)</u>
Ending Total Net Position	<u>\$ 46,829,445</u>	<u>\$ 46,409,687</u>	<u>\$ 43,946,740</u>

#### 2020

The Statement of Revenues, Expenses and Changes in Net Position shows operating revenues have decreased \$207,247 from \$8,902,438 in 2019, to \$8,695,191 in 2020. Water usage decreased in 2020, mainly among industrial customers, due to the COVID-19 pandemic. Operating and maintenance expenses increased by \$179,727, due to costs related to bond anticipation note financing for the Raw Water Improvement Project, rate study, and completion of the water system capacity and master planning studies. In 2020, non-operating revenues decreased by \$212,743 due to a decrease in interest on investments and grant revenue. Non-operating expenses decreased \$152,044, due to a decrease in funding for the Lead Water Service Lateral Replacement Program.

#### 2019

The Statement of Revenues, Expenses and Changes in Net Position shows operating revenues have decreased \$406,512 from 2018, to \$8,902,438 in 2019. Water usage decreased in 2019 due to unusual seasonal wet weather and customer conservation. Operating and maintenance expenses increased by \$914,379, mainly due to an increase in health care costs and painting of the EE water tower. In 2019, non-operating revenues and expenses decreased by \$165,789 and \$287,608, respectively, due to a decrease in funding for the Lead Water Service Lateral Replacement Program, as well as a decrease in interest expense and bond issue costs. The City of Sheboygan contributed capital assets of \$1,541,118 to the Sheboygan Water Utility, including water main, hydrants and valves at the SouthPointe Enterprise Campus.

## Sheboygan Water Utility

Unaudited Management's Discussion and Analysis

As of and for the Years Ended December 31, 2020 and 2019

### Capital Assets and Debt Administration

#### Capital Assets (see Note 4.)

At the end of 2020 the water utility had \$74.47 million in invested property, plant and equipment in service, an increase of \$2,126,892 over 2019. Due to the COVID-19 pandemic, most large capital projects were postponed to 2021. The utility was able to complete a rooftop solar project at Park Avenue, install a clearwell slide gate, update and remodel the meter shop, and add a thermo scientific lab refrigerator. Water main replacement projects continued in 2020. The utility installed 8.3' of 4" water main at S. 10th Street and Illinois Avenue; 242.07' of 6" water main at various locations; 975.5' of 8" water main at various locations; 5157.14' of 12" water main at various locations; and 44' of 16" water main at various locations. The largest water main projects in 2020 were located at Geele Avenue, Illinois Avenue, Saemann Avenue, Maryland Avenue, and Niagara Avenue. In addition, 24 hydrants were installed at these and other various locations in the City.

At the end of 2019 the water utility had \$72.35 million in invested property, plant and equipment in service, an increase of \$6,073,109 over 2018. Large projects included an elevated water tower at Horizon Drive; Georgia Avenue pump station upgrades and generator replacement; unit heater replacement in the plant; Wilgus Avenue booster station roof replacement; security system upgrades; and meter reading system upgrades. The utility also installed 71' of 4" water main at various locations; 113.4' of 6" water main at various locations; 314.8' of 8" water main at various locations; 3910.6' of 12" water main at various locations; and 2,902.6' of 16" water main at various locations. The largest water main projects in 2019 were located at North Avenue from N. 15th Street to N. 21st Street, and at Niagara Avenue. In addition, 21 hydrants were installed at these and other various locations in the City. The City of Sheboygan contributed capital assets of \$1,541,118 to the Sheboygan Water Utility, including water main, hydrants and valves at the SouthPointe Enterprise Campus.

#### Debt (see Note 5.)

On December 31, 2020, the Sheboygan Water Utility had outstanding debt of \$13,524,996. This includes 2004 revenue bonds issued for a Safe Drinking Water Loan, balance of \$612,210, to be retired in 2023; on May 1, 2013, a \$3 million revenue bond was issued with a 3.5% interest rate, and a balance of \$2,155,000 to be retired on 2033; on May 1, 2015, a Safe Drinking Water Loan was issued with a balance of \$2,382,786 and interest rate of 1.65%, to be retired 2035; on April 20, 2016, refunding revenue bonds were issued with an interest rate of 2% and balance of \$1,170,000, to be retired 2025; and on March 1, 2018, refunding revenue bonds were issued with an interest rate of 3.5% and balance of \$4,105,000, to be retired 2033. These bond proceeds funded the construction of the two reservoirs at Erie Avenue and I-43, and the booster pump station completed in 2008. The 2013 revenue bond funded a backwash storage reservoir at Park Avenue, and funded various projects into 2015. The Safe Drinking Water Loan issued on May 1, 2015 funded a UV disinfection system at the treatment plant. The revenue bond issued on April 20, 2016 refunded the 2005 revenue bond issue. The revenue bond issued on March 1, 2018 refunded the 2007 revenue bond issue and funded the construction of an elevated storage tank at Horizon Drive. The utility issued a \$3,100,000 Bond Anticipation Note (BAN) on May 18, 2020 at 1.25% interest maturing on May 1, 2024 for interim financing of engineering and design costs for the Raw Water Improvement Project. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation is \$152,173.

## Sheboygan Water Utility

### Unaudited Management's Discussion and Analysis

As of and for the Years Ended December 31, 2020 and 2019

On December 31, 2019, the Sheboygan Water Utility had outstanding debt of \$11,437,252. This includes 2004 revenue bonds issued for a Safe Drinking Water Loan, balance of \$805,455, to be retired in 2023; on May 1, 2013, a \$3 million revenue bond was issued with a 3.5% interest rate, and a balance of \$2,290,000 to be retired on 2033; on May 1, 2015, a Safe Drinking Water Loan was issued with a balance of \$2,521,797 and interest rate of 1.65%, to be retired 2035; on April 20, 2016, refunding revenue bonds were issued with an interest rate of 2% and balance of \$1,400,000, to be retired 2025; and on March 1, 2018, refunding revenue bonds were issued with an interest rate of 3.5% and balance of \$4,420,000, to be retired 2033. These bond proceeds funded the construction of the two reservoirs at Erie Avenue and I-43, and the booster pump station completed in 2008. The 2013 revenue bond funded a backwash storage reservoir at Park Avenue, and funded various projects into 2015. The Safe Drinking Water Loan issued on May 1, 2015 funded a UV disinfection system at the treatment plant. The revenue bond issued on April 20, 2016 refunded the 2005 revenue bond issue. The revenue bond issued on March 1, 2018 refunded the 2007 revenue bond issue and funded the construction of an elevated storage tank at Horizon Drive. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation is \$169,252.

### Economic Factors and Next Year's Budgets and Rates

In 2020, Sheboygan Water Utility was impacted by the COVID-19 pandemic in several ways. The Utility moved quickly to implement measures protecting core operations. Face coverings and other protective measures were put into place. The public pay window was closed while customers shifted to electronic and remote pay options. Departments were isolated from each other, and remote work was implemented for staff who were able to work from home. All office, plant, and field operations continued without interruption. Revenue was impacted by the COVID-19 pandemic. April and May had the largest decreases in water usage in 2020, mainly occurring in the manufacturing sector. Operating revenue decreased by \$207,247 in 2020. The Wisconsin Public Service Commission enacted a moratorium on disconnections and late fees for non-payment of water utility bills. Delinquent accounts receivable increased from \$107,224 at year end 2019 to \$378,955 at year end 2020 as customers struggled to pay water utility bills. As a precaution, the Utility delayed all non-essential capital projects, shifting them to 2021 and 2022, to offset the effect of reduced revenue.

Sheboygan Water Utility implemented a rate increase of 9.61% approved by the Public Service Commission of Wisconsin effective October 1, 2020 to provide for a 4.9% rate of return. The rate increase is designed to include necessary costs for required infrastructure improvements, decreasing residential sales due to conservation, and increasing operation and maintenance costs.

Sheboygan Water Utility implemented a Lead Service Lateral Replacement Program in 2020 approved by the Public Service Commission of Wisconsin on July 23, 2020. The Lead Service Lateral Replacement Program enables the utility to provide 50% grant funds and zero percent interest loans to property owners for replacement of lead service laterals.

Sheboygan Water Utility issued \$3,100,000 Bond Anticipation Notes (BAN) May 18, 2020 as interim financing to fund design and engineering costs related to the Raw Water Improvement Project. The BAN was issued at 1.25% interest maturing on May 1, 2024.

Sheboygan Water Utility will submit an application on June 30, 2021 for Safe Drinking Water Loan Program funds in the amount of \$38,000,000 from the Wisconsin Department of Natural Resources for the construction of the Raw Water Improvement Project. \$3,100,000 will be used to retire the BAN interim financing. If approved, this loan will close by June 30, 2022.

Sheboygan Water Utility has a total capital improvement budget of \$4,122,254 in 2021. Large projects include \$1,850,000 for design and engineering of the raw water improvement project; \$550,000 for east basin structural repairs; \$1,160,000 for water main replacement; \$90,000 for hydrant and valve replacement; and \$172,254 for meter and radio read unit replacement.

## **Sheboygan Water Utility**

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Unaudited Management's Discussion and Analysis  
As of and for the Years Ended December 31, 2020 and 2019

### **Economic Factors and Next Year's Budgets and Rates**

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800, Opt. 2.

# Sheboygan Water Utility

Statements of Net Position  
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and investments	\$ 5,680,697	\$ 8,183,173
Restricted assets:		
Redemption account	539,531	536,135
Customer accounts receivable	1,548,128	1,089,815
Other accounts receivable	-	16,897
Due from municipality	269,518	203,936
Materials and supplies	277,191	270,831
Prepayments	<u>76,495</u>	<u>32,414</u>
Total current assets	<u>8,391,560</u>	<u>10,333,201</u>
<b>Noncurrent Assets</b>		
Restricted assets:		
Reserve account	688,824	706,627
Construction account	2,389,368	-
Net pension asset	411,147	-
Other assets:		
Health insurance reserve	380,000	-
Special assessments receivable	274,589	345,416
Capital assets:		
Plant in service	74,472,895	72,346,003
Accumulated depreciation	(24,691,820)	(23,025,459)
Construction work in progress	<u>1,009,577</u>	<u>309,005</u>
Total noncurrent assets	<u>54,934,580</u>	<u>50,681,592</u>
Total assets	<u>63,326,140</u>	<u>61,014,793</u>
<b>Deferred Outflows of Resources</b>		
Deferred outflows related to pension	954,652	1,229,866
Deferred outflows related to other post employment benefits	<u>84,214</u>	<u>32,324</u>
Total deferred outflows of resources	<u>1,038,866</u>	<u>1,262,190</u>

See notes to financial statements

## Sheboygan Water Utility

Statements of Net Position  
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 79,746	\$ 788,431
Accrued wages	50,671	27,928
Accrued taxes due to municipality	1,215,296	1,160,483
Accrued interest	5,301	5,695
Accrued vacation leave	126,441	98,895
Current portion of accrued sick leave	19,152	22,073
Current portion of advance from municipality	18,131	17,079
Current liabilities payable from restricted assets:		
Current portion of revenue bonds	1,034,864	1,012,256
Accrued interest	<u>56,444</u>	<u>54,537</u>
Total current liabilities	<u>2,606,046</u>	<u>3,187,377</u>
<b>Noncurrent Liabilities</b>		
Advance from municipality	134,042	152,173
Revenue bonds and BANS	12,490,132	10,424,996
Unamortized premium and discount	220,963	264,573
Accrued sick leave	498,795	459,054
Total other post employment benefits liability - health insurance	213,320	203,536
Net other post employment benefits liability - life insurance	111,566	71,889
Net pension liability	<u>-</u>	<u>452,290</u>
Total noncurrent liabilities	<u>13,668,818</u>	<u>12,028,511</u>
Total liabilities	<u>16,274,864</u>	<u>15,215,888</u>
<b>Deferred Inflows of Resources</b>		
Deferred inflows related to pension	1,232,175	623,366
Deferred inflows related to other post employment benefits	<u>28,522</u>	<u>28,042</u>
Total deferred inflows of resources	<u>1,260,697</u>	<u>651,408</u>
<b>Net Position</b>		
Net investment in capital assets	40,122,885	38,634,351
Restricted for:		
Debt service	483,087	481,598
Pension	411,147	-
Unrestricted	<u>5,812,326</u>	<u>7,293,738</u>
Total net position	<u>\$ 46,829,445</u>	<u>\$ 46,409,687</u>

See notes to financial statements

## Sheboygan Water Utility

Statements of Revenues, Expenses and Changes in Net Position  
Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>Operating Revenues</b>		
Sales of water	\$ 8,526,930	\$ 8,737,822
Other	168,261	164,616
Total operating revenues	<u>8,695,191</u>	<u>8,902,438</u>
<b>Operating Expenses</b>		
Operation and maintenance	5,169,308	5,093,790
Depreciation	1,637,378	1,533,169
Total operating expenses	<u>6,806,686</u>	<u>6,626,959</u>
<b>Operating Income</b>	<u>1,888,505</u>	<u>2,275,479</u>
<b>Nonoperating Expenses</b>		
Investment income	44,283	75,112
Grant revenue	45,825	92,024
Grant expense	(45,825)	(92,024)
Interest expense	(334,614)	(337,471)
Amortization of premium and discount	34,620	32,872
Bond issuance costs	(34,475)	-
Total nonoperating expenses	<u>(290,186)</u>	<u>(229,487)</u>
Income before contributions and transfers	1,598,319	2,045,992
<b>Capital Contributions - Municipality</b>	-	1,541,118
<b>Transfers - Tax Equivalent</b>	<u>(1,178,561)</u>	<u>(1,124,163)</u>
Change in net position	419,758	2,462,947
<b>Net Position, Beginning</b>	<u>46,409,687</u>	<u>43,946,740</u>
<b>Net Position, Ending</b>	<u>\$ 46,829,445</u>	<u>\$ 46,409,687</u>

See notes to financial statements

## Sheboygan Water Utility

### Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>Cash Flows From Operating Activities</b>		
Received from customers	\$ 8,377,680	\$ 9,267,027
Paid to suppliers for goods and services	(3,879,046)	(2,849,761)
Paid to employees for operating payroll	(1,720,376)	(1,640,509)
Net cash flows from operating activities	<u>2,778,258</u>	<u>4,776,757</u>
<b>Cash Flows From Noncapital Financing Activities</b>		
Paid to municipality for tax equivalent	(1,123,748)	(1,121,786)
Collections of assessments for customer owned laterals	70,827	103,911
Debt retired for pension liability	(17,079)	(16,138)
Interest paid for pension liability	(7,193)	(7,601)
Nonoperating grant revenue	45,825	92,024
Nonoperating grant expense	(45,825)	(92,024)
Net cash flows from noncapital financing activities	<u>(1,077,193)</u>	<u>(1,041,614)</u>
<b>Cash Flows From Capital and Related Financing Activities</b>		
Acquisition and construction of capital assets	(3,211,234)	(2,741,718)
Debt retired	(1,012,256)	(974,829)
Interest paid	(325,908)	(334,452)
Proceeds from debt issue, net of discount paid	3,091,010	-
Debt issuance costs	(34,475)	-
Net cash flows from capital and related financing activities	<u>(1,492,863)</u>	<u>(4,050,999)</u>
<b>Cash Flows From Investing Activities</b>		
Interest income	<u>44,283</u>	<u>75,112</u>
Net change in cash and cash equivalents	252,485	(240,744)
<b>Cash and Cash Equivalents, Beginning</b>	<u>9,425,935</u>	<u>9,666,679</u>
<b>Cash and Cash Equivalents, Ending</b>	<u>\$ 9,678,420</u>	<u>\$ 9,425,935</u>
<b>Noncash Capital and Related Financing Activities</b>		
Amortization of premium and discount	<u>\$ 34,620</u>	<u>\$ 32,872</u>
Construction related accounts payable	<u>\$ 17,833</u>	<u>\$ 205,869</u>
Capital contributions received by municipality	<u>\$ -</u>	<u>\$ 1,541,118</u>

See notes to financial statements

## Sheboygan Water Utility

Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>Reconciliation of Operating Income to Net Cash Flows From Operating Activities</b>		
Operating income	\$ 1,888,505	\$ 2,275,479
Noncash items in operating income:		
Depreciation	1,637,378	1,533,169
Depreciation charged to clearing and other utilities	224,716	236,879
Customer accounts receivable	(458,313)	128,941
Other accounts receivable	16,897	8,217
Due from municipality	(65,582)	(570)
Materials and supplies	(6,360)	(37,351)
Prepayments	(44,081)	(358)
Pension related deferrals and liabilities	20,586	169,292
Accounts payable	(520,648)	473,154
Accrued vacation and sick leave	87,109	(8,510)
Other postemployment retirement benefit deferrals and liabilities	(1,949)	(1,585)
	<u>\$ 2,778,258</u>	<u>\$ 4,776,757</u>
Net cash flows from operating activities		
	<u>\$ 2,778,258</u>	<u>\$ 4,776,757</u>
<b>Reconciliation of Cash and Cash Equivalents to Statements of Net Position Accounts</b>		
Cash and investments	\$ 5,680,697	\$ 8,183,173
Redemption account	539,531	536,135
Reserve account	688,824	706,627
Construction account	2,389,368	-
Health Insurance Reserve	380,000	-
	<u>\$ 9,678,420</u>	<u>\$ 9,425,935</u>
Cash and cash equivalents		
	<u>\$ 9,678,420</u>	<u>\$ 9,425,935</u>

See notes to financial statements

# Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

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## 1. Summary of Significant Accounting Policies

The financial statements of Sheboygan Water Utility (the Utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the Utility are described below.

### Reporting Entity

The Utility is a separate enterprise fund of the City of Sheboygan (municipality). The Utility is managed by a utility commission. The Utility provides water service to properties within the municipality. The utility also provides wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Account prescribed by the PSCW.

### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

#### Deposits and Investments

For purposes of the statement of cash flows, cash and cash equivalents have original maturities of three months or less from the date of acquisition.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

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Investment of utility funds is restricted by state statutes. Investments are limited to:

Time deposits in any credit union, bank, savings bank or trust company.

Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district, the University of Wisconsin Hospitals and Clinics Authority or the Wisconsin Aerospace Authority.

Bonds or securities issued or guaranteed by the federal government.

The local government investment pool.

Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.

Securities of an open end management investment company or investment trust, subject to various conditions and investment options.

Repurchase agreements with public depositories, with certain conditions.

The Utility has adopted an investment policy. The Utility, as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit risk associated with the City of Sheboygan's or the Utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on methods and inputs as outlined in Note 2. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Fair values may have changed significantly after year end.

### Receivables/Payables

Transactions between the Utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the Utility and other funds of the municipality are reported as due to/from other funds.

The Utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

### Materials and Supplies

Materials and supplies are generally used for construction, operation and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

### Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

# Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

## Health Insurance Reserve

The Utility has elected to internally designate \$380,000 cash for the purposes of use towards funding future health insurance obligations. These funds are not legally restricted and could be used for other purposes if the need arose. Use of the funds is at the board's discretion.

## Special Assessments Receivable

This account represents the balances of special assessments levied against property owners for infrastructure improvements. The balances are receivable over various time periods with interest accrued annually. Infrastructure improvements are primarily customer owned lateral that have been installed and financed by the Utility.

## Capital Assets

Capital assets are generally defined by the Utility as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year.

Capital assets of the Utility are recorded at cost or the estimated acquisition value at the time of contribution to the Utility. Major outlays for utility plant are capitalized as projects are constructed. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

	<u>Years</u>
Water Plant	
Source of supply	50
Pumping	28 - 42
Water treatment	30 - 40
Transmission and distribution	45 - 100
General	4 - 45

## Pensions

For purposes of measuring the total pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pension and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms, investments are reported at fair value.

# Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

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## Postemployment Benefits Other Than Pensions (OPEB)

### Health Insurance

For purposes of measuring the total OPEB liability (asset), deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense have been determined on the same basis as they are reported by utility OPEB Plan. For this purpose, the utility OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

### Life Insurance

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other post-employment benefits, OPEB expense and information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIFs fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### Deferred Outflow of Resources

A deferred outflow of resources represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until that future time.

### Accrued Vacation and Sick Leave

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the Utility.

### Long-Term Obligations

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, are amortized over the life of the bonds using the straight-line method. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter. The balance at year end for premiums and discounts is shown as an increase or decrease in the liability section of the statement of net position. The balance at year end for the loss on refunding is shown as a deferred outflow in the statement of net position.

### Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

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### Revenues and Expenses

The Utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the Utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

### Charges for Services

Billings are rendered and recorded monthly based on metered usage. The Utility does accrue revenues beyond billing dates. Unbilled revenue of \$353,143 and \$329,580 were accrued as of December 31, 2020 and 2019, respectively.

Current water rates were approved by the PSCW effective October 1, 2020.

### Capital Contributions

Cash and capital assets are contributed to the Utility from customers, the municipality or external parties. The value of property contributed to the Utility is reported as revenue on the statements of revenues, expenses and changes in net position.

### Interfund Transfers

Transfers include the payment in lieu of taxes to the municipality.

### Effect of New Accounting Standards on Current Period Financial Statements

The Governmental Accounting Standards Board (GASB) has approved the following:

- Statement No. 87, *Leases*
- Statement No. 91, *Conduit Debt Obligations*
- Statement No. 92, *Omnibus 2020*
- Statement No. 93, *Replacement of Interbank Offered Rates*
- Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*
- Statement No. 96, *Subscription-Based Information Technology Arrangements*
- Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*

When they become effective, application of these standards may restate portions of these financial statements.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### 2. Deposits and Investments

	Carrying Value as of		Risks
	December 31,		
	2020	2019	
Deposit	\$ 8,629,157	\$ 7,020,056	Custodial Credit
Certificates of Deposits	1,048,513	2,405,129	Custodial Credit
Petty Cash	750	750	
Total	<u>\$ 9,678,420</u>	<u>\$ 9,425,935</u>	

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts) and \$250,000 for demand deposit accounts (interest bearing and noninterest bearing). In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of \$400,000. However, due to the nature of this fund, recovery of material principal losses may not be significant to individual municipalities.

In addition, the Utility has line of credit agreements held for collateral in the amount of \$20,000,000 in at December 31, 2020 and securities held for collateral of \$9,676,847 at December 31, 2020.

#### Custodial Credit Risk

##### Deposits

Custodial credit risk is the risk that in the event of a financial institution failure, the Utility's deposits may not be returned to the Utility.

The Utility does not have any deposits exposed to custodial credit risk.

### 3. Restricted Assets

#### Restricted Accounts

Certain proceeds of the Utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited. The following accounts are reported as restricted assets:

Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.

Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

Construction - Used to report debt proceeds restricted for use in construction.

#### Net Pension Asset

Restricted assets have been reported in connection with the net pension asset balance since this balance must be used to fund employee benefits.

# Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

## Restricted Net Position

The following calculation supports the amount of water restricted net position:

	<u>2020</u>	<u>2019</u>
Restricted Assets		
Bond redemption account	\$ 539,531	\$ 536,135
Reserve account	688,824	706,627
Construction account	2,389,368	-
Net pension asset	411,147	-
	<u>4,028,870</u>	<u>1,242,762</u>
Total restricted assets		
Less restricted assets not funded by revenues		
Reserve from borrowing	(688,824)	(706,627)
Construction account	(2,389,368)	-
	<u>(3,078,192)</u>	<u>(706,627)</u>
Total restricted assets not funded by revenues		
Current Liabilities Payable From Restricted Assets	(56,444)	(54,537)
	<u>(56,444)</u>	<u>(54,537)</u>
Total restricted net position as calculated	<u>\$ 894,234</u>	<u>\$ 481,598</u>

The purpose of the restricted net position is as follows:

	<u>2020</u>	<u>2019</u>
Debt service	\$ 483,087	\$ 481,598
Pension	411,147	-
	<u>894,234</u>	<u>481,598</u>
Total restricted net position	<u>\$ 894,234</u>	<u>\$ 481,598</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### 4. Changes in Capital Assets

A summary of changes in Water capital assets for 2020 follows:

	<u>Balance</u> <u>1/1/20</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>12/31/20</u>
Capital assets, not being depreciated:				
Land and land rights	\$ 375,238	\$ -	\$ -	\$ 375,238
Capital assets being depreciated:				
Source of supply	627,615	-	-	627,615
Pumping	6,273,784	78,739	-	6,352,523
Water treatment	13,395,887	88,312	-	13,484,199
Transmission and distribution	48,857,718	2,008,391	108,182	50,757,927
General	2,815,761	147,183	87,551	2,875,393
Total capital assets being depreciated	<u>71,970,765</u>	<u>2,322,625</u>	<u>195,733</u>	<u>74,097,657</u>
Total capital assets	<u>72,346,003</u>	<u>2,322,625</u>	<u>195,733</u>	<u>74,472,895</u>
Less accumulated depreciation:				
Source of supply	(453,896)	(10,671)	-	(464,567)
Pumping	(3,350,858)	(217,402)	-	(3,568,260)
Water treatment	(5,421,115)	(491,796)	-	(5,912,911)
Transmission and distribution	(11,816,419)	(919,112)	108,182	(12,627,349)
General	(1,983,171)	(223,113)	87,551	(2,118,733)
Total accumulated depreciation	<u>(23,025,459)</u>	<u>(1,862,094)</u>	<u>195,733</u>	<u>(24,691,820)</u>
Construction in progress	<u>309,005</u>	<u>3,342,543</u>	<u>2,641,971</u>	<u>1,009,577</u>
Net capital assets	<u>\$ 49,629,549</u>			<u>\$ 50,790,652</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

A summary of changes in Water capital assets for 2019 follows:

	<u>Balance 1/1/19</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance 12/31/19</u>
Capital assets, not being depreciated:				
Land and land rights	\$ 374,689	\$ 549	\$ -	\$ 375,238
Capital assets being depreciated:				
Source of supply	627,615	-	-	627,615
Pumping	5,724,164	612,735	63,115	6,273,784
Water treatment	13,402,207	12,970	19,290	13,395,887
Transmission and distribution	43,490,109	5,421,685	54,076	48,857,718
General	2,654,110	279,868	118,217	2,815,761
Total capital assets being depreciated	<u>65,898,205</u>	<u>6,327,258</u>	<u>254,698</u>	<u>71,970,765</u>
Total capital assets	<u>66,272,894</u>	<u>6,327,807</u>	<u>254,698</u>	<u>72,346,003</u>
Less accumulated depreciation:				
Source of supply	(443,227)	(10,669)	-	(453,896)
Pumping	(3,209,881)	(204,092)	63,115	(3,350,858)
Water treatment	(4,950,085)	(490,320)	19,290	(5,421,115)
Transmission and distribution	(11,019,119)	(851,376)	54,076	(11,816,419)
General	(1,887,798)	(213,590)	118,217	(1,983,171)
Total accumulated depreciation	<u>(21,510,110)</u>	<u>(1,770,047)</u>	<u>254,698</u>	<u>(23,025,459)</u>
Construction in progress	<u>2,224,497</u>	<u>2,372,713</u>	<u>4,288,205</u>	<u>309,005</u>
Net capital assets	<u>\$ 46,987,281</u>			<u>\$ 49,629,549</u>

### 5. Long-Term Obligations

#### Revenue Debt - Water

The following bonds have been issued:

<u>Date</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Outstanding Amount 12/31/20</u>
3/10/04	Plant Expansion	5/1/23	2.75 %	\$ 3,152,000	\$ 612,210 *
4/3/13	Plant Expansion	5/1/33	2.00	3,000,000	2,155,000
5/13/15	UV Disinfecting Project	5/1/35	1.65	2,990,520	2,382,786 *
4/20/16	Revenue Refunding	4/20/25	1.00	2,115,000	1,170,000
5/1/18	Revenue Refunding	5/1/33	3.00	4,705,000	4,105,000

\* The debt noted is directly placed with a third party.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31,	Bonds		Direct Placement		Total
	Principal	Interest	Principal	Interest	
2021	\$ 695,000	\$ 228,594	\$ 339,864	\$ 52,256	\$ 1,315,714
2022	715,000	207,994	347,656	44,370	1,315,020
2023	735,000	185,969	355,637	36,292	1,312,898
2024	735,000	163,234	148,415	30,981	1,077,630
2025	750,000	140,269	150,864	28,512	1,069,645
2026-2030	2,405,000	410,725	792,492	104,074	3,712,291
2031-2035	1,395,000	68,550	860,068	35,941	2,359,559
Total	<u>\$ 7,430,000</u>	<u>\$ 1,405,335</u>	<u>\$ 2,994,996</u>	<u>\$ 332,426</u>	<u>\$ 12,162,757</u>

All Utility revenues net of specified operating expenses net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2020 and 2019 were \$1,362,436 and \$1,333,019, respectively. Total customer net revenues as defined for the same periods were \$3,570,166 and \$3,883,760. Annual principal and interest payments are expected to require 23 percent of net revenues on average.

### Advances from Other Funds of the Municipality

Other funds of the municipality have advanced the following to the Utility:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/20
1/30/08	Unfunded retirement obligation	3/15/27	2 %	\$ 302,304	\$ 152,173

Advances from other funds of the municipality debt service requirements to maturity follows:

Year Ending December 31,	Principal	Interest	Total
2021	\$ 18,131	\$ 6,696	\$ 24,827
2022	19,219	7,046	26,265
2023	20,372	7,152	27,524
2024	21,579	4,534	26,113
2025	22,890	3,644	26,534
2026-2027	49,982	3,914	53,896
Total	<u>\$ 152,173</u>	<u>\$ 32,986</u>	<u>\$ 185,159</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### Other Long-Term Debt

Other long-term debt issued by the Utility is as follows:

<u>Date</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Outstanding Amount 12/31/20</u>
5/18/20	Revenue BAN	5/1/24	1.25 %	\$ 3,100,000	\$ 3,100,000 *

\* The debt noted is considered a direct borrowing or direct placement.

Other long-term debt service requirements to maturity follows:

Years ending December 31,;	<u>Revenue BAN</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ -	\$ 38,750	\$ 38,750
2022	-	38,750	38,750
2023	-	38,750	38,750
2024	3,100,000	19,735	3,119,735
Total	<u>\$ 3,100,000</u>	<u>\$ 135,985</u>	<u>\$ 3,235,985</u>

### Long-Term Obligations Summary - Water

Long-term obligation activity for the year ended December 31, 2020 is as follows:

	<u>1/1/20 Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>12/31/20 Balance</u>	<u>Due Within One Year</u>
Revenue bonds	\$ 11,437,252	\$ -	\$ 1,012,256	\$ 10,424,996	\$ 1,034,864
Advance from municipality	169,252	-	17,079	152,173	18,131
Other long-term debt	-	3,100,000	-	3,100,000	-
Accrued sick leave	481,127	55,972	19,152	517,947	19,152
Unamortized premium	264,573	-	43,610	220,963	-
Net pension liability	452,290	-	452,290	-	-
Total other post employment benefits liability - health insurance	203,536	9,784	-	213,320	-
Net other post employment benefits liability - life insurance	71,889	39,677	-	111,566	-
Total	<u>\$ 13,079,919</u>	<u>\$ 3,205,433</u>	<u>\$ 1,544,387</u>	<u>\$ 14,740,965</u>	<u>\$ 1,072,147</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Long-term obligation activity for the year ended December 31, 2019 is as follows:

	<u>1/1/19</u> <u>Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>12/31/19</u> <u>Balance</u>	<u>Due Within</u> <u>One Year</u>
Revenue bonds	\$ 12,412,080	\$ -	\$ 974,828	\$ 11,437,252	\$ 1,012,256
Advance from municipality	185,391	-	16,139	169,252	17,079
Accrued sick leave	472,610	30,590	22,073	481,127	22,073
Unamortized premium	297,445	-	32,872	264,573	-
Net pension liability	-	452,290	-	452,290	-
Total other post employment benefits liability - health insurance	209,720	-	6,184	203,536	-
Net other post employment benefits liability - life insurance	<u>89,668</u>	<u>-</u>	<u>17,779</u>	<u>71,889</u>	<u>-</u>
Total	<u>\$ 13,666,914</u>	<u>\$ 482,880</u>	<u>\$ 1,069,875</u>	<u>\$ 13,079,919</u>	<u>\$ 1,051,408</u>

### Bond Covenant Disclosures

The following information is provided in compliance with the resolution creating the water revenue bonds:

#### Insurance

The Utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. Reductions in coverage compared to the prior year are a result of cost saving measures related to COVID-19.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

The Utility is covered under the following insurance policies at December 31, 2020:

Type	Coverage	Expiration
<i>Automotive Liability</i>		
General Liability	\$ 2,000,000	7/1/21
Automobile Liability	1,000,000	7/1/21
Contractors Equipment	646,095	7/1/21
<i>Crime - Theft/Forgery</i>		
Position Bond (Employee Dishonestly)	\$ 250,000	7/1/21
Forgery/Alteration	250,000	7/1/21
Extra Expense	10,000,000	7/1/21
Employee Benefits	2,000,000	7/1/21
Public Officials Liability	1,000,000	7/1/21
Theft of Money and Securities	25,000	7/1/21
<i>Property</i>		
Buildings	\$ 38,504,900	7/1/21
Flood	10,000,000	7/1/21
Earthquake	10,000,000	7/1/21

### Debt Coverage

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2020 and 2019 as follows:

	2020	2019
Operating revenues	\$ 8,695,191	\$ 8,902,438
Investment income	44,283	75,112
Miscellaneous nonoperating income	45,825	92,024
Less miscellaneous nonoperating expense	(45,825)	(92,024)
Less operation and maintenance expenses	(5,169,308)	(5,093,790)
Net defined earnings	<u>\$ 3,570,166</u>	<u>\$ 3,883,760</u>
Minimum Required Earnings per Resolution:		
Annual debt service - principal	\$ 1,012,256	\$ 974,828
Annual debt service - interest	<u>325,908</u>	<u>334,452</u>
Subtotal	1,320,617	1,309,280
Coverage factor	<u>1.20</u>	<u>1.20</u>
Minimum required earnings	<u>\$ 1,584,740</u>	<u>\$ 1,571,136</u>
Actual debt coverage	<u>2.70</u>	<u>2.97</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### Number of Customers and Billed Volumes - Water

The Utility has the following number of customers and billed volumes for 2020 and 2019:

	Customers		Sales (000 gals)	
	2020	2019	2020	2019
Residential	17,054	16,946	750,506	729,541
Multifamily residential	296	294	122,186	114,901
Commercial	1,304	1,310	212,468	238,290
Industrial	155	156	2,141,580	2,423,883
Public authority	120	122	44,884	48,443
Interdepartmental	2	2	615,187	613,334
Total	<u>18,931</u>	<u>18,830</u>	<u>3,886,811</u>	<u>4,168,392</u>

### 6. Net Position

GASB No. 34 requires the classification of net position into three components - net investment in capital assets, restricted and unrestricted. These classifications are defined as follows:

Net investment in capital assets - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position - This component of net position consists of net positions that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the Utility's policy to use restricted resources first, then unrestricted resources as they are needed.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

The following calculation supports the water net investment in capital assets:

	<u>2020</u>	<u>2019</u>
Construction in Progress	\$ 1,009,577	\$ 309,005
Plant in Service	74,472,895	72,346,003
Accumulated Depreciation	<u>(24,691,820)</u>	<u>(23,025,459)</u>
Subtotal	<u>50,790,652</u>	<u>49,629,549</u>
Less capital related debt		
Current portion of capital related long-term debt funded with borrowing	1,034,864	1,012,256
Unamortized debt premium	<u>12,490,132</u>	<u>10,424,996</u>
Subtotal	<u>220,963</u>	<u>264,573</u>
Subtotal	<u>13,745,959</u>	<u>11,701,825</u>
Add unspent debt proceeds		
Construction funds	2,389,368	
Reserve from borrowing	<u>688,824</u>	<u>706,627</u>
Subtotal	<u>3,078,192</u>	<u>706,627</u>
Total net investment in capital assets	<u>\$ 40,122,885</u>	<u>\$ 38,634,351</u>

### 7. Employees Retirement System

#### General Information About the Pension Plan

*Plan description:* The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issues a standalone Comprehensive Annual Financial Report, which can be bound at <http://etf.wi.gov/publications/cafr.htm>.

*Vesting:* For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

*Benefits provided:* Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and State executive participants, if hired on or before 12/31/2016) are entitled to retirement benefit based on a formula factor, their average earnings, and creditable service.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Final average earnings is the average of the participant's three highest earnings period. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at age 55 (50 for protective occupation employees) and receive an actuarially reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

*Post-retirement adjustments:* The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

<u>Year</u>	<u>Core Fund Adjustment</u>	<u>Variable Fund Adjustment</u>
2010	(1.3)%	22.0%
2011	(1.2)	11.0
2012	(7.0)	(7.0)
2013	(9.6)	9.0
2014	4.7	25.0
2015	2.9	2.0
2016	0.5	(5.0)
2017	2.0	4.0
2018	2.4	17.0
2019	0.0	(10.0)

*Contributions:* Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, and Executives and Elected Officials. Starting January 1, 2016, the Executives and Elected Officials category merged into the General Employee category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

The WRS recognized \$138,123 and \$129,368 in contributions from the Utility during the current and prior reporting periods, respectively.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Contribution rates as of December 31, 2020 and December 31, 2019 are:

	2020		2019	
	Employee	Employer	Employee	Employer
General (including Executives and Elected Officials)	6.55 %	6.55 %	6.7 %	6.7 %
Protective with Social Security	6.55 %	10.55 %	6.7 %	10.7 %
Protective without Social Security	6.55 %	14.95 %	6.7 %	14.9 %

### Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2020, the Utility reported a liability (asset) of \$(411,147) for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2019, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2018 rolled forward to December 31, 2019. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension liability (asset) was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2019, the Utility's proportion was .01275088 percent, which was an increase of 0.00003784 percent from its proportion measured as of December 31, 2018.

At December 31, 2019, the Utility reported a liability (asset) of \$452,290 for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2018, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2017 rolled forward to December 31, 2018. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension liability (asset) was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2018, the Utility's proportion was .01271304 percent, which was a decrease of 0.00000311 percent from its proportion measured as of December 31, 2017.

For the years ended December 31, 2020 and 2019, the Utility recognized pension expense of \$20,586 and \$169,292, respectively.

At December 31, 2020, the Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 780,451	\$ (390,563)
Changes in assumption	32,039	-
Net differences between project and actual earnings on pension plan	-	(840,530)
Changes in proportion and differences between employer contributions and proportionate share of contributions	1,577	(1,082)
Employer contributions subsequent to the measurement date	140,585	-
Total	<u>\$ 954,652</u>	<u>\$ (1,232,175)</u>

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

At December 31, 2019, the Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 352,265	\$ (622,679)
Changes in assumption	76,240	-
Net differences between project and actual earnings on pension plan	660,538	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	2,700	(687)
Employer contributions subsequent to the measurement date	<u>138,123</u>	<u>-</u>
Total	<u>\$ 1,229,866</u>	<u>\$ (623,366)</u>

Deferred outflows related to pension resulting from the WRS Employer's contributions subsequent to the measurement date reported in the tables above will be recognized as a reduction of the net pension liability (asset) in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

	<u>2020</u>
Year ended December 31,	
2021	\$ (124,122)
2022	(92,406)
2023	14,795
2024	(216,375)
2025	-
Thereafter	<u>-</u>
Total	<u>\$ (418,108)</u>

*Actuarial assumptions:* The total pension liability in the actuarial valuation used in the current and prior year was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	<u>2020</u>	<u>2019</u>
Actuarial valuation date	December 31, 2018	December 31, 2017
Measurement date of net pension liability (asset)	December 31, 2019	December 31, 2018
Actuarial cost method	Entry Age Normal	Entry Age Normal
Asset valuation method	Fair Value	Fair Value
Long-term expected rate of return	7.0%	7.0%
Discount rate	7.0%	7.0%
Salary increases		
Inflation	3.0%	3.0%
Seniority/Merit	0.1% - 5.6%	0.1% - 5.6%
Mortality	Wisconsin 2018 Mortality Table	Wisconsin 2018 Mortality Table
Post-retirement adjustments *	1.9%	1.9%

\* No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. The percentages listed above are the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Actuarial assumptions are based upon an experience study conducted in 2018 that covered a three-year period from January 1, 2015 to December 31, 2017. The total pension liability for December 31, 2019 is based upon a roll-forward of the liability calculated from the December 31, 2018 actuarial valuation. The total pension liability for December 31, 2018 is based upon a roll-forward of the liability calculated from the December 31, 2017 actuarial valuation.

*Long-term expected return on plan assets:* The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class as of December 31, 2020 are summarized in the following table:

<u>Core Fund Asset Class</u>	<u>Current Asset Allocation %</u>	<u>Long-Term Expected Nominal Rate of Return %</u>	<u>Long-Term Expected Real Rate of Return %</u>
Global Equities	49 %	8.0 %	5.1 %
Fixed Income	24.5	4.9	2.1
Inflation Sensitive Assets	15.5	4.0	1.2
Real Estate	9	6.3	3.5
Private Equity/Debt	8	10.6	7.6
Multi-Asset	4	6.9	4.0
Total Core Fund	110	7.5	4.6
<u>Variable Fund Asset Class</u>			
U.S Equities	70	7.5	4.6
International Equities	30	8.2	5.3
Total Variable Fund	100	7.8	4.9

New England Pension Consultants Long-Term U.S. CPI (Inflation) Forecast: 2.75 percent.  
Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of December 31, 2019 are summarized in the following table:

Core Fund Asset Class	Current Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Global Equities	49 %	8.1 %	5.5 %
Fixed Income	24.5	4.0	1.5
Inflation Sensitive Assets	15.5	3.8	1.3
Real Estate	9	6.5	3.9
Private Equity/Debt	8	9.4	6.7
Multi-Asset	4	6.7	4.1
Total Core Fund	110	7.3	4.7
Variable Fund Asset Class			
U.S Equities	70	7.6	5.0
International Equities	30	8.5	5.9
Total Variable Fund	100	8.0	5.4

New England Pension Consultants Long-Term U.S. CPI (Inflation) Forecast: 2.5 percent.  
Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

*Single discount rate:* A single discount rate of 7.00 percent was used to measure the total pension liability as of December 31, 2020 and December 31, 2019. This single discount rate was based on the expected rate of return on pension plan investments of 7.00 percent and a long term bond rate of 2.75 percent and 3.71 percent, in 2020 and 2019 respectively. (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2019. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.) Because of the unique structure of WRS, the 7.00 percent expected rate of return implies that a dividend of approximately 1.9 percent will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

*Sensitivity of the Utility's proportionate share of the net pension liability (asset) to changes in the discount rate:* The following presents the Utility's proportionate share of the net pension liability (asset) calculated using the current discount rate, as well as what the Utility's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate.

The sensitivity analysis as of December 31, 2020 follows:

	<u>1% Decrease to Discount Rate (6.00%)</u>	<u>Current Discount Rate (7.00%)</u>	<u>1% Increase to Discount Rate (8.00%)</u>
Utility's proportionate share of the net position liability (asset)	\$ 1,058,776	\$ (411,147)	\$ (1,510,083)

The sensitivity analysis as of December 31, 2019 follows:

	<u>1% Decrease to Discount Rate (6.20%)</u>	<u>Current Discount Rate (7.20%)</u>	<u>1% Increase to Discount Rate (8.20%)</u>
Utility's proportionate share of the net position liability (asset)	\$ 1,797,448	\$ 452,290	\$ (547,939)

*Pension plan fiduciary net position:* Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <http://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>.

## 8. Other Postemployment Benefits

### General Information About the OPEB Plan

*Plan description:* The Utility's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Utility. RBP is a single-employer defined benefit OPEB plan administered by the Utility. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Utility Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

### Total OPEB Liability

At December 31, 2020, the Utility's total OPEB liability of \$213,320 was measured as of December 31, 2019, and was determined by an actuarial valuation as of that date. At December 31, 2019, the Utility's total OPEB liability of \$203,536 was measured as of December 31, 2018, and was determined by an actuarial valuation as of that date.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

Actuarial assumptions and other inputs. The total OPEB liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

	<u>2020</u>	<u>2019</u>
Inflation	The assumed salary inflation of 3.0% per year is added to merit increases to get the total assumed increase in salary.	The assumed salary inflation of 3.0% per year is added to merit increases to get the total assumed increase in salary.
Salary increases	6.50% decreasing by 0.10% per year down to 5.0%, and level thereafter	7.50% decreasing by 0.50% per year down to 6.50%, then by 0.10% per year down to 5.0%, and level thereafter

The discount rate was based on all years of projected payments discounted at a municipal bond rate of 2.75%.

Mortality rates were based on the Wisconsin 2018 Mortality Table.

The actuarial assumptions used in the December 31, 2019 valuation were based on the results of an actuarial experience study for the period 2015-17.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balances at December 31, 2018	\$ 209,720
Changes for the year:	
Service cost	10,894
Interest	7,203
Differences between expected and actual experience	(5,560)
Benefit payments	<u>(18,721)</u>
Net changes	<u>(6,184)</u>
Balances at December 31, 2019	\$ 203,536
Changes for the year:	
Service cost	10,029
Interest	7,886
Differences between expected and actual experience	4,395
Changes in assumptions or other inputs	10,279
Benefit payments	<u>(22,805)</u>
Net changes	<u>9,784</u>
Balances at December 31, 2020	<u>\$ 213,320</u>

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the Utility, as well as what the Utility's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

As of December 31, 2020:

	<u>1% Decrease</u>	<u>Discount Rate</u>	<u>1% Increase</u>
	(1.75%)	(2.75%)	(3.75%)
Total OPEB liability	\$ 225,940	\$ 213,320	\$ 201,254

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

As of December 31, 2019:

	<u>1% Decrease</u>	<u>Discount Rate</u>	<u>1% Increase</u>
	(3.0%)	(4.0%)	(5.0%)
Total OPEB liability	\$ 214,792	\$ 203,536	\$ 192,855

*Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates:* The following presents the net OPEB liability of the Utility, as well as what the Utility's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

As of December 31, 2020:

	<u>1% Decrease (5.5% Decreasing to 4.0%)</u>	<u>Healthcare Cost Trend Rates (6.5% Decreasing to 5.0%)</u>	<u>1% Increase (7.5% Decreasing to 6.0%)</u>
Total OPEB liability	\$ 194,682	\$ 213,320	\$ 235,334

As of December 31, 2019:

	<u>1% Decrease (6.5% Decreasing to 4.0%)</u>	<u>Healthcare Cost Trend Rates (7.5% Decreasing to 5.0%)</u>	<u>1% Increase (8.5% Decreasing to 6.0%)</u>
Total OPEB liability	\$ 188,721	\$ 203,536	\$ 223,178

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2020 and 2019, the Utility recognized OPEB expense of \$(8,919) and \$(13,146), respectively. At December 31, 2020 and 2019, the Utility reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	2020		2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 3,955	\$ -	\$ -	\$ -
Changes of assumptions or other inputs	9,251	(4,448)	-	(5,004)
Employer contributions subsequent to the measurement date	<u>27,746</u>	<u>-</u>	<u>22,805</u>	<u>-</u>
Total	<u>\$ 40,952</u>	<u>\$ (4,448)</u>	<u>\$ 22,805</u>	<u>\$ (5,004)</u>

Deferred outflows related to OPEB resulting from the employer's contributions subsequent to the measurement date reported in the table above will be recognized as a reduction of the total OPEB liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31:

2021	\$ 912
2022	912
2023	912
2024	912
2025	912
Thereafter	4,198

### Local Retiree Life Insurance Fund (LRLIF)

*Plan description:* The LRLIF is a multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides post-employment life insurance benefits for all eligible employees.

ETF issues a standalone Comprehensive Annual Financial Report (CAFR), which can be found at <http://etf.wi.gov/publications/cafr.htm>.

*Benefits provided:* The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired employees and pre-65 retirees who pay for their coverage.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

*Contributions:* The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a post-retirement benefit.

Employers are required to pay the following contribution based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the employee premiums until age 65 in order to be eligible for the benefit after age 65.

Contribution rates for the plan year reported as of December 31, 2020 and 2019 are:

<u>Coverage Type</u>	<u>Employer Contribution</u>
50% Post Retirement Coverage	40% of employee contribution
25% Post Retirement Coverage	20% of employee contribution

Member contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating members must pay monthly contribution rates per \$1,000 of coverage until the age of 65 (age 70 if active). The member contribution rates in effect for the plan year are as listed below:

### Life Insurance Member Contribution Rates For the Plan Year

<u>Attained Age</u>	<u>Basic</u>
Under 30	\$0.05
30-34	0.06
34-39	0.07
40-44	0.08
45-49	0.12
50-54	0.22
55-59	0.39
60-64	0.49
65-69	0.57

The LRLIF recognized \$474 and \$537 in contributions from the employer during the current and prior reporting periods, respectively.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

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### **OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs**

At December 31, 2020, the Utility reported a liability of \$111,566 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2018 rolled forward to December 31, 2019. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net OPEB liability was based on the Utility's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2019, the Utility's proportion was 0.00026200 percent, which was an decrease of 0.00001660 percent from its proportion measured as of December 31, 2018.

At December 31, 2019, the Utility reported a liability of \$71,889 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2017 rolled forward to December 31, 2018. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net OPEB liability was based on the Utility's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2018, the Utility's proportion was 0.00027860 percent, which was an decrease of 0.00001940 percent from its proportion measured as of December 31, 2017.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

For the year ended December 31, 2020 and 2019, the Utility recognized OPEB expense of \$4,662 and \$4,711, respectively.

At December 31, 2020 and 2019, the Utility reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	2020		2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (4,998)	\$ -	\$ (3,647)
Net differences between projected and actual earnings on OPEB plan investments	2,105	-	1,718	-
Changes in assumptions	41,157	(12,272)	6,859	(15,583)
Changes in proportion and differences between employer contributions and proportionate share of contributions	-	(6,804)	-	(3,808)
Employer contributions subsequent to the measurement date	-	-	942	-
<b>Total</b>	<b>\$ 43,262</b>	<b>\$ (24,074)</b>	<b>\$ 9,519</b>	<b>\$ (23,038)</b>

Deferred outflows related to OPEB resulting from the LRLIF Employer's contributions subsequent to the measurement date reported in the table above will be recognized as a reduction of the net OPEB liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31:	Deferred Outflows of Resources and Deferred Inflows of Resources (net)
2021	\$ 3,209
2022	3,209
2023	2,982
2024	2,748
2025	2,141
Thereafter	4,899

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

*Actuarial assumptions:* The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	<u>2020</u>	<u>2019</u>
Actuarial Valuation Date:	January 1, 2019	January 1, 2018
Measurement Date of Net OPEB Liability	December 31, 2019	December 31, 2018
Actuarial Cost Method:	Entry Age Normal	Entry Age Normal
20 Year Tax-Exempt Municipal Bond Yield	2.74%	4.10%
Long-Term Expected Rate of Return:	4.25%	5.00%
Discount Rate:	2.87%	4.22%
Salary Increases:		
Inflation	3.00%	3.00%
Seniority/Merit	0.1% - 5.6%	0.1% - 5.6%
Mortality:	Wisconsin 2018 Mortality Table	Wisconsin 2018 Mortality Table

Actuarial assumptions are based upon an experience study conducted in 2018 that covered a three-year period from January 1, 2015 to December 31, 2017. The Total OPEB Liability for December 31, 2020 is based upon a roll-forward of the liability calculated from the January 1, 2019 actuarial valuation.

*Long-term expected return on plan assets:* The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A-Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

### Local OPEB Life Insurance Asset Allocation Targets and Expected Returns As of December 31, 2019

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Geometric Real Rate of Return %</u>
U.S. Credit Bonds	Barclays Credit	45%	2.12%
U.S. Long Credit Bonds	Barclays Long Credit	45	2.90
U.S. Mortgages	Barclays MBS	50	1.53
Inflation			2.20
Long-Term Expected Rate of Return			4.25

### Local OPEB Life Insurance Asset Allocation Targets and Expected Returns As of December 31, 2018

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Geometric Real Rate of Return %</u>
U.S. Government Bonds	Barclays Government	1%	1.44%
U.S. Credit Bonds	Barclays Credit	40	2.69
U.S. Long Credit Bonds	Barclays Long Credit	4	3.01
U.S. Mortgages	Barclays MBS	54	2.25
U.S. Municipal Bonds	Bloomberg Barclays Muni	1	1.68
Inflation			2.30
Long-Term Expected Rate of Return			5.00

The long-term expected rate of return decreased slightly from 5.00% in the prior year to 4.25% in the current year. This change was primarily based on the target asset allocation and capital market expectations. The expected inflation rate also decreased slightly from 2.30% in the prior year to 2.20% in the current year. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

## Sheboygan Water Utility

Notes to Financial Statements  
December 31, 2020 and 2019

*Single discount rate:* A single discount rate was used to measure the total OPEB liability (2.87 percent for 2020 and 4.22 percent for 2019). The significant change in the discount rate was primarily caused by the decrease in the municipal bond rate from 4.10% as of December 31, 2018 to 2.74% as of December 31, 2019. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current employer contribution schedule and that contributions are made by plan members retiring prior to age 65.

*Sensitivity of the Utility's proportionate share of the net OPEB liability to changes in the discount rate:* The following presents the Utility's proportionate share of the net OPEB liability calculated using the discount rate, as well as what the Utility's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

As of December 31, 2020:

	<u>1% Decrease to Discount Rate (1.87%)</u>	<u>Current Discount Rate (2.87%)</u>	<u>1% Increase to Discount Rate (3.87%)</u>
The Utility's proportionate share of the net OPEB liability	\$ 154,054	\$ 111,566	\$ 79,241

As of December 31, 2019:

	<u>1% Decrease to Discount Rate (3.22%)</u>	<u>Current Discount Rate (4.22%)</u>	<u>1% Increase to Discount Rate (5.22%)</u>
The Utility's proportionate share of the net OPEB liability	\$ 102,267	\$ 71,889	\$ 48,460

At December 31, 2020 and 2019, the Utility reported a payable to the OPEB plan of \$0, which represents contractually required contributions outstanding as of the end of the year.

## 9. Commitments and Contingencies

### Claims and Judgments

From time to time, the Utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the Utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the Utility's financial position or results of operations.

## Sheboygan Water Utility

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Notes to Financial Statements  
December 31, 2020 and 2019

### Grants

The utility has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management believes such disallowances, if any, would be immaterial.

### 10. Risk Management

The Utility is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; workers compensation; and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded the commercial liability in any of the past three years. Reductions in coverage from 2019 were a result of cost saving measures related to COVID-19.

### 11. Significant Customers

#### Water Utility

The Utility has one significant customer who was responsible for 24% and 26% of operating revenues in 2020 and 2019, respectively.

### 12. Subsequent Events

The Utility evaluated subsequent events through March 31, 2021, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

**REQUIRED SUPPLEMENTARY INFORMATION**

## Sheboygan Water Utility

### Schedule of Proportionate Share of the Net Pension Asset (Liability)

Wisconsin Retirement System

Year Ended December 31, 2020

(Unaudited)

WRS Fiscal Year End Date	Utility's Proportion of the Net Pension Liability (Asset)	Utility's Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
12/31/14	0.01092910%	\$ (268,255)	\$ 1,844,785	14.54%	102.74%
12/31/15	0.01233200%	200,307	1,974,984	10.14%	98.20%
12/31/16	0.01295300%	106,815	1,892,944	5.64%	99.12%
12/31/17	0.01303701%	(387,084)	1,874,682	20.65%	102.93%
12/31/18	0.01271302%	452,290	1,930,859	23.42%	96.45%
12/31/19	0.01275088%	(411,147)	2,108,745	19.50%	102.96%

### Schedule of Employer Contributions

Wisconsin Retirement System

Year Ended December 31, 2020

Utility's Fiscal Year End Date	Utility's Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
12/31/15	\$ 134,299	\$ 134,299	\$ -	\$ 1,973,928	6.80%
12/31/16	124,934	124,934	-	1,892,944	6.60%
12/31/17	127,478	127,478	-	1,874,682	6.80%
12/31/18	129,368	129,368	-	1,930,859	6.70%
12/31/19	138,123	138,123	-	2,108,745	6.55%
12/31/20	140,585	140,585	-	2,082,741	6.75%

See notes to required supplementary information

## Sheboygan Water Utility

### Schedule of Changes in the Total OPEB Liability and Related Ratios, Health Insurance

December 31, 2020

(Unaudited)

	<u>2020</u>	<u>2019</u>	<u>2018</u>
<b>Total OPEB Liability</b>			
Service cost	\$ 10,029	\$ 10,894	\$ 10,894
Interest	7,886	7,203	7,184
Differences between expected and actual experience	4,395	-	-
Changes in assumptions	10,279	(5,560)	-
Benefit payments	<u>(22,805)</u>	<u>(18,721)</u>	<u>(16,356)</u>
<b>Net Change in Total OPEB Liability</b>	9,784	(6,184)	1,722
<b>Total OPEB Liability, Beginning</b>	<u>203,536</u>	<u>209,720</u>	<u>207,998</u>
<b>Total OPEB Liability, Ending</b>	<u>\$ 213,320</u>	<u>\$ 203,536</u>	<u>\$ 209,720</u>
<b>Covered-employee payroll</b>	\$ 1,986,982	\$ 1,874,682	\$ 1,877,409
<b>Net OPEB liability as a percentage of covered-employee payroll</b>	10.74%	10.86%	11.17%

#### Notes to Schedule:

The Utility implemented GASB Statements No. 75 in 2018.

## Sheboygan Water Utility

### Schedule of Employer's Proportionate Share of the Net OPEB Liability (Asset)

Wisconsin Life Insurance Plan  
Year Ended December 31, 2020  
(Unaudited)

ETF Fiscal Year Ending	Utility's Proportion of the Net OPEB Liability (Asset)	Utility's Proportionate Share of the Net OPEB Liability (Asset)	Utility Covered Payroll	Utility's Proportionate Share of the Net OPEB Asset (Liability) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability
12/31/17	0.02980410%	\$ 89,668	\$ 1,877,409	4.78%	44.81%
12/31/18	0.02878610%	71,889	1,874,682	3.83%	48.69%
12/31/19	0.02620030%	111,566	1,986,982	5.61%	37.58%

### Schedule of Employer Contributions

Wisconsin Life Insurance Plan  
Year Ended December 31, 2019

Utility's Fiscal Year End Date	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
12/31/18	\$ 937	\$ 937	\$ -	\$ 1,930,859	0.05%
12/31/19	942	942	-	2,108,745	0.04%
12/31/20	932	932	-	2,082,741	0.04%

See notes to required supplementary information

## Sheboygan Water Utility

Notes to Required Supplementary Information  
Year Ended December 31, 2020

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### Wisconsin Retirement System

*Changes of benefit terms.* There were no changes of benefit terms for any participating employer in WRS.

*Changes of assumptions.*

	<u>2015 - 2018</u>	<u>2019-2020</u>
Long-term expected rate of return	7.2%	7.0%
Discount rate	7.2%	7.0%
Salary increases		
Inflation	3.2%	3.0%
Seniority/Merit	0.2% - 5.6%	0.1% - 5.6%
Mortality	Wisconsin 2012 Mortality Table	Wisconsin 2018 Mortality Table
Post-retirement adjustments	2.10%	1.90%

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

### Health Insurance

The data presented in the Schedule of Change in the Total OPEB Liability and Related Ratio was taken from the reports issued by the actuary.

*Changes in benefit terms.* There were no changes of benefit terms for the Utility.

*Changes in Assumptions.* There were no changes in assumptions.

### Local Retiree Life Insurance Fund

*Changes in benefit terms.* There were no changes of benefit terms for any participating employer in LRLIF.

*Changes in Assumptions.* There were no changes in assumptions.

# II

R. O. No. \_\_\_\_\_ - 21 - 22. By BOARD OF WATER COMMISSIONERS. May 3, 2021.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2021.

The water pumpage decreased 0.58% from the same period in 2020. 1,055,591,000 gallons were pumped in the first quarter 2021, compared to 1,061,714,000 in 2020.

Year to date Operating Revenue at the end of the first quarter 2021 decreased by \$192,355 compared to year to date 2020. The net income for the Utility, as of the end of March, 2021 is \$115,418. Details are shown on the attached Income Statement and Balance Sheet.

## Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2021:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	0.0
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	0.0
Number of feet of 16 inch water main installed .....	0.0
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired .....	16
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	2
Number of water main valves installed, repaired, removed, or replaced .....	1
Number of water service connections installed .....	9

Details are shown on the attached spreadsheets.

## Other Utility Business:

The Raw Water Improvements project reached its 60% detailed design completion milestone. This project will result in a new intake pipeline, shore well, and low lift pumping station for the Water Utility.

After a mandatory cessation imposed by WI Public Service Commission, the Board of Water Commissioners decided to return to water disconnection

effective on the newly allowed date of April 15, 2021. This will aid in collecting delinquent water, sanitary sewer, garbage and recycling fees.

The Utility completed plans for replacement of approximately 70 lead service lines on the Georgia Avenue reconstruction project.

The Utility submitted additional information to support principal forgiveness on its application for a state Safe Drinking water loan for lead service line replacements.

The 2020 year end audit of the Utility's financial statements was completed on March 31, 2021.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

- Attachments - Balance Sheet
- Income Statement
- Distribution System Quarterly Report
- High Lift Delivery Operations Quarterly Report



**Sheboygan Water Utility**  
**Quarterly Financial Statement March 31, 2021**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	74,480,755	
107 Construction Work in Progress	1,590,965	
111 Accumulated Provision for Depreciation of Utility Plant		25,151,325
125 Bond Redemption Fund	688,824	
129 Appropriated Funds Invested for Plant Expansion & Payables	2,019,245	
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset	411,147	
128 Other Special Funds - Health Ins	380,000	
130 Other Special Funds - Deferred Outflow Pension	1,038,866	
135 Working Funds	750	
136 Temporary Cash Investments	6,639,648	
142 Customer Accounts Receivable	1,007,770	
143 Grant Receivable & Other Accounts Receivable	81,243	
145 Receivables from Municipality	332,013	
154 Materials and Supplies	270,596	
163 Stores Expense		
165 Prepayments	47,047	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		45,113,385
221 Long Term Debt Bonds		13,524,996
223 Advances from Municipality		134,042
232 Accounts Payable		0
235 Customer Deposits		481
236 Taxes Accrued		911,473
237 Interest Payable on Bonds		133,725
242 Misc. Current & Accrued Liab		13,116
251 Bond Premium		211,995
253 Misc Deferred Credits		69,071
263 Other Special Funds Employee Pensions		
265 Accrued Employee Benefits		575,911
425 Amortization of Pre 2003 Depreciation		
280 Net Pension Liability		324,886
285 Deferred Inflow - Pension		1,260,697
Utility Net Income		<b>(76,937)</b>
	<u>88,988,868</u>	<u>88,988,868</u>



**Sheboygan Water Utility**  
**Sheboygan, Wisconsin**  
**Income Statement - March 31, 2021**

<u>Account #</u>	<u>Utility Operating Income</u>	1-Jan-21 to 31-Mar-21	1-Jan-20 to 31-Mar-20	Increase or (Decrease)
400	Sales Revenue	1,851,859	1,688,175	163,683
474	Other Water Revenue	11,097	11,144	(46)
	<b>Total Operating Revenue</b>	<b>1,862,956</b>	<b>1,699,319</b>	163,637
401	Operating Expenses	1,005,581	708,427	297,154
402	Maintenance Expenses	182,371	152,811	29,559
403	Depreciation Expenses	407,888	396,776	11,112
402	Taxes	283,196	275,725	7,470
	<b>Total Operating Expenses</b>	<b>1,879,035</b>	<b>1,533,739</b>	345,296
	Utility Operating Income	<b>(16,079)</b>	<b>165,580</b>	(181,659)
	<u>Other Income &amp; Expense</u>			
415	Non-operating Grant Revenue	-	10,000	(10,000)
416	Non-operating Grant Expense	-	(10,000)	10,000
419	Interest Earned on Investments	6,059	14,578	(8,519)
421	Contributions	-	-	0
425	Misc Amortization	6,283	6,283	0
427	Bond Interest Expense	(82,168)	(79,241)	(2,926)
428	Other Expense	-	-	0
429	Bond Premium	8,967	8,218	749
	<b>Net Income</b>	<b>(76,937)</b>	<b>115,418</b>	(192,355)

HIGH LIFT DELIVERY QUARTERLY REPORT 2021				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2020	1,061,714,000	\$217,156.22	\$204.53
	2021	1,055,591,000	\$181,125.65	\$171.59
	Percent Difference	-0.58%	-16.59%	-16.11%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2020	893,284,000	\$192,754.83	\$215.78
	2021	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2020	1,243,023,000	\$202,724.19	\$163.09
	2021	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2020	1,048,003,000	\$204,391.07	\$195.03
	2021	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2021				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2020	4,246,024,000	\$817,026.31	\$192.42
	2021	1,055,591,000	\$181,125.65	\$171.59
	Percent Difference	-75.14%	-77.83%	-10.83%
YEAR TO DATE : 2021				
		GALLONS	COST \$	
SLUDGE DISPOSAL to WWTP	2020	4,763,025	\$33,411.14	
	2021	857,739	\$9,237.78	
	Percent Difference	-81.99%	-72.35%	
STORM WATER CHARGES	2021	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	13,954,000	April 25, 2021	
	Minimum Pumpage Day	7,251,000	January 1, 2021	

	MG	\$	\$/MG
2020	4,246,024,000	\$817,026.31	\$192.42
2021	1,055,591,000	\$181,125.65	\$171.59

**NOTE:** Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.  
 Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.  
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.  
 Sludge disposal costs are not included in \$/MG.

**Distribution System -- 1st Quarter - January, February, & March 2021**

**Street Valves and Hydrant Valves Installed** (including water main projects and others)

Location	Installed	Size	By	Type
N. 4th St. at St. Clair Ave. (S)	2/25/2021	8" MJ	ute.	G (vert)

Total Valves Installed = 1

**Street Valves and Hydrant Valves Removed**

Location	Installed	Removed	By	Type
N. 4th St. at St. Clair Ave. (S)	2/25/2021	8" MJ	ute.	G (vert)

Total Valves Removed = 1

**Street Valves and Hydrant Valves Abandoned**

Location	Installed	Abandoned

Total Valves Abandoned = 0

**Street Valves and Hydrant Valves Maintained**

Location	Maintained	Size

Total Valves Maintained = 0

**Hydrants Installed** (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Georgia Ave. at S. 22nd St. (SE)	1/6/2021	6'	y	ute.
N. 4th St. at St. Clair Ave. (SE)	2/28/2021	7'	n	ute.

Total Hydrants Installed = 2

**Hydrants Removed** (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Georgia Ave. at S. 22nd St. (SE)		1/6/2021	y
N. 4th St. at St. Clair Ave. (SE)	6/20/2008	2/28/2021	n

Total Hydrants Removed = 2

**Hydrants Abandoned** (including water main projects and others)

Location	Installed	Abandoned	Tr Size

Total Hydrants Abandoned = 0

**Hydrants Maintained/Moved** (including water main projects and others)

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

**Water Main Breaks**

Location	Date	Main Size (")
1518 Huron Ave	1/4/2021	4"
Alabama Ave at S. 15th St	1/4/2021	6"
Washington Ave and S. 12th St	1/17/2021	10"
Wedemeyer Ave and Wilson Ave	1/17/2021	6"
815 N. 29th St	1/24/2021	6"
2205 S. 15th St	1/27/2021	6"
2807 S. 12th St	2/9/2021	8"
2735 S. 16th St	2/9/2021	6"
Wilgus Ave at N. 28th St	2/18/2021	6"
2621 N. 25th St	3/1/2021	6"
Washington Ave ~120' west of South Business Drive	3/2/2021	12"
1447 S. 17th St @ Clara Ave	3/15/2021	6"
825 S. 19th St	3/16/2021	6"
825 S. 19th St	3/16/2021	6"
838 S. 19th St	3/17/2021	6"
3618 Lower Falls Road	3/30/2021	12"

Total Water Main Breaks = 16

**SUMMARY**

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	0	hydrants
Number of water main breaks repaired	16	
Number of hydrants installed	2	
Number of hydrants removed or abandoned	2	valves
Number of hydrants maintained or moved	0	
Number of street valves installed	0	
Number of hydrant valves installed	1	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	1	
Number of valves maintained	87	
Number of water connections installed	9	

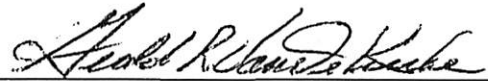
III

R. O. No. \_\_\_\_\_ - 21 - 22. By BOARD OF WATER COMMISSIONERS. May 3, 2021.

To the Honorable, the Mayor and Common Council:

The Board of Sheboygan Waterworks Commissioners requests Res. No. 2-21-22 authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement be adopted. This will allow receipt of WDNR Safe Drinking Water loan monies for use in private lead service line replacements and all principal will be forgiven by the state.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

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

Submitting various license applications.

\_\_\_\_\_  
City Clerk

Ambulance (RENEW) (JUNE 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance Service	1919 Ashland Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	6808 S. 12 <sup>th</sup> Street

Temporary Class "B" License

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Avenue - One day event to be held 05/08/21 to include beer and wine.
3359	Mead Public Library Foundation	710 N. 8 <sup>th</sup> Street - One day event to be held 06/19/21 at City Green.
3000	Sheboygan Theatre Company	607 S. Water Street - One day event to be held 07/03/21 at Fountain Park to include beer and wine.
1382	St Spyridon Greek Church	1425 S. 10 <sup>th</sup> Street - Three day event to be held 06/25/21-06/27/21 at Deland Park to include beer and wine.

11

III

Res. No. 2 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.  
May 3, 2021.

A RESOLUTION authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

WHEREAS, the City of Sheboygan (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-08 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$285,000 that it has identified as being eligible for SDWLP funding.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement, in form substantially similar to the attached, that contains the terms and conditions of the SDWLP award for the Project, except that the Utility is using only principal forgiveness, so neither the City or the Utility will borrow any money for the program. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

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

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

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2<sup>nd</sup> Floor  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214B rev 3/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

OWNCOMM\_C

\$LOANAMT\_T With \$SPRINFORGIVE\_AMT PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of CLOSING\_DATE

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. ULGNO  
Safe Drinking Water Loan Program Project No. PROJ\_NO

## TABLE OF CONTENTS

### ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	3

### ARTICLE II REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	4
Section 2.02.	Representations of the Municipality	4

### ARTICLE III FINANCIAL ASSISTANCE PROVISIONS

Section 3.01.	Financial Assistance Clause	7
Section 3.02.	Disbursement of Financial Assistance	7
Section 3.03.	Remedies	7
Section 3.04.	FAA Effective Date and FAA Term	8

### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01.	Construction of the Project	9
Section 4.02.	Completion of the Project	9
Section 4.03.	No Warranty Regarding Condition, Suitability, or Cost of Project	9

### ARTICLE V COVENANTS

Section 5.01.	Application of Financial Assistance	10
Section 5.02.	Operation and Maintenance	10
Section 5.03.	Compliance with Law	10
Section 5.04.	Public Ownership	10
Section 5.05.	Establishment of Project Accounts	10
Section 5.06.	Records	10
Section 5.07.	Project Areas	10
Section 5.08.	Notice of Impaired System	11
Section 5.09.	Hold Harmless	11
Section 5.10.	Nondiscrimination Covenant	11
Section 5.11.	Employees	11
Section 5.12.	Reimbursement	11
Section 5.13.	Rebates	11
Section 5.14.	Maintenance of Legal Existence	11
Section 5.15.	American Iron and Steel	12
Section 5.16.	Wage Rate Requirements	12

### ARTICLE VI MISCELLANEOUS

Section 6.01.	Notices	13
Section 6.02.	Binding Effect	13

Section 6.03.	Severability	13
Section 6.04.	Execution in Counterparts	13
Section 6.05.	Applicable Law	13
Section 6.06.	Further Assurances	13
Section 6.07.	Termination	13
Section 6.08.	Rescission	14

EXHIBIT A	PROJECT BUDGET SHEET	
EXHIBIT B	CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES	
EXHIBIT C	PROJECT MANAGER SUMMARY	

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated **CLOSING DATE 2**, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the **OWN COMM 4**, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated APPL\_DATE\_FAA, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means OWN\_COMM\_3, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. PROJ\_NO\_2 by DNR, described in the Project Manager Summary (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2021, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II  
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a OWNER\_TYPE. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA, and
  - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$LOANAMT\_T\_2, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit C. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have

been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$LOANAMT\_T\_3 with Principal Forgiveness of \$PRINFORGIVE\_AMT\_2 for payment of Project Costs.

ARTICLE III  
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
  - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
  - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than December 31, 2021.

Section 3.03. Remedies

- (a) If the Municipality:
  - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
  - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
  - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV  
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the location of the removal of Lead Service Lines, the depth and location of all new service lines, and the material of the new service lines.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit B of this FAA, when applicable.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V  
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

(a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:

- (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
- (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
- (3) permit extracts and copies of the Project records to be made by any of them; and
- (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not 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. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and

(4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit C).

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration  
Office of Capital Finance  
Environmental Improvement Fund  
101 East Wilson Street, 10th Floor  
Madison, WI 53702-0004  
or  
PO Box 7864  
Madison, WI 53707-7864
  
- (b) Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2<sup>nd</sup> Floor  
Madison, WI 53702-0005  
or  
PO Box 7921  
Madison, WI 53707-7921
  
- (d) OWN\_COMM  
OWN\_ADDR1\_LC  
OWN\_CITY\_ETC\_LC

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

**OWNCOMM C 4**

By: \_\_\_\_\_  
[Name of Highest Elected Official]  
[Title -Mayor, President, Town Board Chair, etc.]

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title - City, Village, or Town Clerk or Sanitary District or Lake District Secretary]

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

OWNCOMM\_C\_6

SDWLP Project No. PROJ\_NO\_4

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	PROJAMT_3G		LOANAMT_3G
Engineering	PROJAMT_2A		LOANAMT_2A
Construction/Equipment	PROJAMT_3H		LOANAMT_3H
Miscellaneous Costs	PROJAMT_3J		LOANAMT_3J
<b>TOTAL</b>	<b>TOTAL_PROJ_AMT</b>	<b>INELIG_TOTAL_AMT</b>	<b>PRINFORGIVE_AMT_3</b>

EXHIBIT B

ENVIRONMENTAL IMPROVEMENT FUND  
 CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: <b>OWN_COMM_2</b>	Project Number: <b>PROJ_NO_5</b>	Loan/Grant Amount: <b>\$LOANAMT_T_6</b>
Project Description: Private Lead Service Line Replacements		
Did the municipality satisfy the DBE requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm Municipality Completes at Project Closeout
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

\*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT C

PROJECT MANAGER SUMMARY

OWNCOMM\_C\_7

SDWLP Project No. PROJ\_NO\_6

1. Project Description: **[PM: describe the operation of the municipality's private LSL replacement program as completely as possible. Include estimated number of private residential LSLs to be replaced; street names etc. if muni is replacing LSLs in a specific area/on a specific street; whether they are bidding a municipal contract or utilizing a prequalified list (or both); what any cost-sharing requirements are; whether the FAA is reimbursing any 2020 replacements (including how many & for how much); etc. If the private LSL replacements are being done in conjunction with a watermain replacement funded by the SDWLP, provide the corresponding project #.]**

**[PM incorporate the following into your project description:]** Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the water utility is required to provide the customer with point-of-use filtration during the time period between the public and private side replacements, and enough filters for three months of use following the private side LSL replacement. Filters should be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding will not be disbursed until the replacement of the entire line is complete.

2. Ineligible Costs: **[PM: Use template language below if no ineligible costs were identified during project review. If ineligible costs were identified, list amount and description of each ineligible item and the contractor with which it is associated, then delete template language. Note that ineligible costs might be found in municipal contracts but is not expected when utilizing a prequalified list. Whether there are ineligible costs or not, keep the section below that starts "In general, costs that are ineligible..."]**

**No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.**

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.

3. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$LOANAMT\_3J\_3 is included in the Miscellaneous category for:
  - **Municipal Ordinance - \$**
  - **Administrative Expenses - \$**
  - **Cultural Resource Management (CRM) firm - \$**

**[PM must list all Misc. items for which funding is included. If there are no Miscellaneous costs, delete this section and renumber the following ones.]**

4. DBE Good Faith Effort: **[PM: include brief description of how DBE requirement was met.]**

5. Davis-Bacon Wage Rate Requirements: **[PM: pick the appropriate language below. In some cases, both choices would apply.]**

**For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.**

**For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:**

- **The property is owned in the name of a business; and**
- **The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and**
- **The cost of the replacement is greater than \$2,000.**

**It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.**

6. Environmental Review Conditions: **[PM: list any env review conditions.]**

7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, December 31, 2021. This is the submittal deadline for disbursements that will be made on January 12, 2022. We strongly encourage all recipients to submit their final Request for Disbursement by Friday, December 10, 2021 in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after December 31, 2021. If a Request for Disbursement for costs incurred during 2021 is not submitted by the deadline, those costs could be requested under a new award if one is made for the following year.

**[PM: There should be no Bold text when you are done. It should either be deleted, or the Bold turned off. All text inside brackets should be deleted.]**



R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 3, 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 licenses with amendment (\*):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3583	Adema, Benjamin D.	820 Pennsylvania Avenue #205
3569	Allen, Melanie	2716 Savannah Circle Apt. A
3603	Barzano III, Anthony F.	935 Maricopa Drive, Oshkosh
1130	Brezonik, John J.	1120 Pershing Avenue
3596	Camarillo, Deborah	1251 Ashland Avenue
3601	Engeldinger, Abigail R.	1524 N. 8 <sup>th</sup> Street Apt. A
1391	Hakkenberg, Savannah J.	N5201 County Rd A, Plymouth
3589	Heiberger, Kyle	2614 N. 10 <sup>th</sup> Street
3585	Henrickson, Austin V.	2405 Johnston Dr. #11, Manitowoc
3592	King, Brenna K.	2546 Crosscreek Drive Apt. B
3573	Krause, Lawrence C.	W2596 River Edge Dr., Oostburg
4186	Schlichting, Denys A.	W6009 County Rd. F, Cascade
3604	Sellers, Shanika R.	1217 Lincoln Avenue
3602	Sieckman, Rose G.	2021 Saemann Avenue
3588	Smith, Aaron M.	1538 Main Avenue
3594	Smith, Matthew M.	2806 N. 11 <sup>th</sup> Street Apt. 4
3598	Stewart, Nicole T.	913 High Avenue
3572	Snyder, Ricky D.	1903 S. 13 <sup>th</sup> Street
2628	Yang, Mang	2017 N. 20 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2282	Huibregtse, Michael J.	2702 Eisner Avenue

\*AMENDMENT THAT HIS LICENSE IS A NEW (NOT A RENEWAL) LICENSE AND IS FOR THE PERIOD BEGINNING 7/1/21 AND ENDING 6/30/23.

CHANGE OF AGENT

Susan Engler is replacing Matthew Rybarczyk as agent effective immediately for Blue Harbor Resort located at 725 Blue Harbor Drive.

Christopher Wegner is replacing Scott D. Van Straten as agent effective immediately for Wal-Mart Supercenter #1276 located at 3711 S. Taylor Drive.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East, LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive

CLASS "A" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2944	Lesley's Tax Service Inc & Store (Lesley's Tax Service Inc & Store)	1427 N. 8 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	Wisconsin CVS Pharmacy, LLC (CVS/Pharmacy #10549)	1108 N. 14 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3363	Pinky's LLC (Pinky's)	2123 N. 15 <sup>th</sup> Street
3325	Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3481	El Durango (Miguel Olivas)	1423 Union Avenue

SIDEWALK CAFE (April 14, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
3484	Jimmy Johns	506 S. 8 <sup>th</sup> Street
3404	Scenic Bar I	1635 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0093	Butler Jr., James D.	1630 S. 8 <sup>th</sup> 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

VIII

R. C. No. \_\_\_\_\_ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 3, 2021.

Your Committee to whom was referred Res. No. 201-20-21 by Alderpersons Sorenson and Dekker authorizing expenditure of funds received as part of the Criminal Justice, JAG Drug Task Forces Grant Solicitation; 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. 201 - 20 - 21. By Alderpersons Sorenson and Dekker.  
April 19, 2021.

A RESOLUTION authorizing expenditure of funds received as part of the Criminal Justice, JAG Drug Task Forces Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has obtained a Drug Task Forces Grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the Drug Task Force Grant.

Adopted  
2-22  
adopt

Bill Sorenson  
Dean Dekker

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

R. O. No. \_\_\_\_\_ - 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.

FP

\_\_\_\_\_  
CITY CLERK

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

CLERK CIRCUIT COURT  
FILED

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

21 APR 12 AM 11:36

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.]

(The rest of this page intentionally left blank)

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

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**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.

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**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.

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**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.

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**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.

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**PARCEL NO. 59281111910**

**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.

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**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

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**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

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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

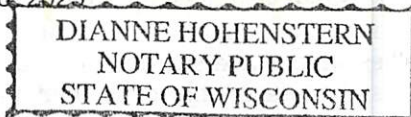
STATE OF WISCONSIN )  
  ) ss:  
SHEBOYGAN COUNTY )

**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

II

R. O. No. \_\_\_\_\_ - 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

III

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

A RESOLUTION authorizing the IT Director to enter into a contract with AT&T regarding the Sheboygan Police Department's phone service.

WHEREAS, the Sheboygan Police Department's phone service is currently provided by AT&T; and

WHEREAS, AT&T is making changes to its system, which take effect in late July 2021, which will cause the Sheboygan Police Department's current phone service to stop working; and

WHEREAS, in order to continue to receive phone service from AT&T after AT&T's changes are implemented, it is necessary to make changes to the Sheboygan Police Department's phone service; and

WHEREAS, it will take approximately 8 to 12 weeks from when the City enters into a new agreement with AT&T for City Staff to work with AT&T to make the necessary changes at the Sheboygan Police Department for the phone service to continue working; and

WHEREAS, because of the time necessary to implement this project, the external deadline on completion of the project, and the consequences associated with the Sheboygan Police Department's phone service ceasing to work, it is appropriate to suspend the rules and adopt this Resolution without referral to committee.

NOW, THEREFORE, BE IT RESOLVED: That the IT Director is authorized to execute the attached agreement with AT&T regarding the Sheboygan Police Department's phone service.

*Suspend*  
*Adopt*

BE IT FURTHER RESOLVED: That for the avoidance of doubt the appropriate City officials are authorized to draw appropriated funds to make payment as provided under the attached agreement.

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

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



## AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**Services:** "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



## AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



Customer Signature Page

<b>Customer</b> CITY OF SHEBOYGAN Street Address: 828 CENTER AVE City: SHEBOYGAN State/Province: WI Zip Code: 530813180 Country: US	<b>AT&amp;T</b> AT&T Corp.			
<b>Customer Contact (for notices)</b> Name: Eric Bushman Title: Director of Information Technology Street Address: 828 Center Ave City: SHEBOYGAN State/Province: WI Zip Code: 53081 Country: US Telephone: 9204594271 Fax: Email: Eric.Bushman@sheboyganwi.gov Customer Account Number or Master Account:	<b>AT&amp;T Contact (for notices)</b> Street Address: 225 W Randolph St City: Chicago State/Province: IL Zip Code: 60606 Country: US  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>			
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER AGREEMENT click <a href="#">here</a> for details or <a href="http://serviceguide.att.com/masteragreement/">http://serviceguide.att.com/masteragreement/</a>	
AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE CONTRACT ID 2159435.pdf	2159435
AT&T IP FLEXIBLE REACH PRICING SCHEDULE CONTRACT ID 2159436.pdf	2159436

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sq\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)
By:
Name:
Title:
Date:



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF SHEBOYGAN Street Address: 828 CENTER AVE City: SHEBOYGAN State/Province: WI Zip Code: 530813180 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Eric Bushman Title: Director of Information Technology Street Address: 828 Center Ave City: SHEBOYGAN State/Province: WI Zip Code: 53081 Country: United States Telephone: 9204594271 Email: Eric.Bushman@sheboyganwi.gov	Name: Marc Hork Street Address: 225 W Randolph St City: Chicago State/Province: IL Zip Code: 60606 Country: United States Telephone: 3127958748 Email: mh6976@att.com Sales/Branch Manager: PERKINS BRAD SCVP Name: TROUP BRIAN Sales Strata: Retail Sales Region: USA <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2159316</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1 of 8  
ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>24 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. SERVICE OR SERVICE COMPONENT WITHDRAWAL**

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

**5. RESALE OF SERVICES (US Mainland, and HI only)**

Customer may resell the Service.

**6. RATES (US Mainland, and HI only)**

Section I: AT&T Dedicated Internet  
 Access Bandwidth -

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T and Customer Confidential Information

Page 2 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**Table 2: ADI Tele – Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 <sup>#</sup>	\$1,500 <sup>***</sup>
10 Gig Ethernet* and up	\$1,500 <sup>#</sup>	\$1,500

\* Service not available with MPLS PNT

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

<sup>#</sup> Pricing also applies to Service locations in Alaska

**Table 3: On-Site Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Flexible Bandwidth Billing Option – Ethernet\***

<b>ADI &amp; ADI w/Managed Router Discount: 82.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 82.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325

AT&T and Customer Confidential Information

Page 3 of 8

ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 82.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 82.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64

AT&T and Customer Confidential Information

Page 4 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>ADI &amp; ADI w/Managed Router Discount: 82.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 82.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
<b>Tiered Bandwidth Minimum Commitment</b>	<b>Undiscounted ADI MRC</b>	<b>Undiscounted ADI w/ Managed Router MRC</b>	<b>Undiscounted Incremental Usage Fee</b>
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 5: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

**Discount: 94.00%**

<b>Speed</b>	<b>Class of Service ADI &amp; ADI w/ Managed Router MRC#</b>
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325

**AT&T and Customer Confidential Information**

Page 5 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Speed	Class of Service ADI & ADI w/ Managed Router MRC#
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 6: Class of Service Option - Flexible Bandwidth Billing Option - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC #
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500

AT&T and Customer Confidential Information

Page 6 of 8

ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC #
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC #
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 8: Class of Service Option - Installation Fees**

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
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\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 9: Local Access**

CLLI	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
WKSHWI02	828 Center Ave, Sheboygan, WI, US, 53081	MIS Ethernet Access 10 Mbps	\$0.00	\$400.00
MILWWIHE	3333 Lakeshore Drive, Sheboygan, WI, US, 53081	MIS Ethernet Access 10 Mbps	\$0.00	\$400.00

AT&T and Customer Confidential Information

Page 7 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

CLLI	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
MILWWIHE	3333 Lakeshore Drive, Sheboygan, WI, US, 53081	MIS Ethernet Access 100 Mbps	\$0.00	\$604.00
MILWWIHE	1315 N 23rd ST, Sheboygan, WI, US, 53081	MIS Ethernet Access 10 Mbps	\$0.00	\$400.00
MILWWIHE	1315 N 23rd ST, Sheboygan, WI, US, 53081	MIS Ethernet Access 100 Mbps	\$0.00	\$604.00

**Section II: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

Page 8 of 8  
 ASAP!



**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF SHEBOYGAN Street Address: 828 CENTER AVE City: SHEBOYGAN State/Province: WI Zip Code: 530813180 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Eric Bushman Title: Director of Information Technology Street Address: 828 Center Ave City: SHEBOYGAN State/Province: WI Zip Code: 53081 Country: United States Telephone: 9204594271 Email: Eric.Bushman@sheboyganwi.gov	Name: Marc Hork Street Address: 225 W Randolph St City: Chicago State/Province: IL Zip Code: 60606 Country: United States Telephone: 3127958748 Email: mh6976@att.com Sales/Branch Manager: PERKINS BRAD SCVP Name: TROUP BRIAN Sales Strata: Retail Sales Region: USA <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2159316*

**AT&T and Customer Confidential Information**

Page 1 of 4  
 ASAP!

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**1. SERVICES**

<b>Service</b>	<b>Service Publication Location</b>
AT&T IP FLEXIBLE REACH	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	24 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

**3. MARC**

<b>MARC under this Pricing Schedule</b>	None
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**4. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period</b>	<b>Minimum Payment Period per Service Component</b>
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**5. ADDITIONAL TERMS AND CONDITIONS**

**5.1. Emergency Calling Most of World**

**Emergency Calling Most of World**

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

**AT&T and Customer Confidential Information**

Page 2 of 4  
 ASAP!

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**5.2. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

**5.3. Broadband Connectivity**

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

**6. RATES**

Discounts are applied to the applicable Service Publication rates.

**7. DISCOUNTS**

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

**7.1. US DISCOUNTS**

**I. Common Billable Elements**

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

**II. Calling Plan Discounts**

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available

**AT&T and Customer Confidential Information**

Page 3 of 4  
 ASAP!

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

<b>Table B: Calling Plan B (IP Local and IP Long Distance)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available
Telephone Number Charge	MRC, per Number	50.00%	Not Available

<b>Table C: Calling Plan C (IP Local and IP Long Distance Bundle)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.29%	Not available
Telephone Number Charge	MRC, per Number	100.00%	Not available

**V. Underlying Transport Services Support Charges**

<b>Table A: VoIP Module Card (AT&amp;T MIS or AT&amp;T MIS with MPLS PNT Transport Only)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.00%

<b>Table B: Help Desk and AT&amp;T CPE Charges (apply only if AT&amp;T VPN is the Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	100.00%

<b>Table C: AT&amp;T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&amp;T VPN is the Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

Page 4 of 4  
 ASAP!

III

Res. No.          - 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

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III

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

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

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 permits<sup>1</sup> and for paying all legitimate costs required by private utility and communication companies as part of the Services.

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<sup>1</sup> 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 City<sup>2</sup>. 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.

---

<sup>2</sup> 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.

~~A~~

Gen. Ord. No. \_\_\_\_\_ - 21 - 22. By Alderpersons Dekker and Perrella.  
May 3, 2021.

AN ORDINANCE removing the one-way street designation for S. 14<sup>th</sup> Street between Georgia Avenue and Broadway Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. South 14<sup>th</sup> 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

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

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

Handwritten red mark resembling the letter 'A' or a similar symbol.

A

Gen. Ord. No. \_\_\_\_\_ - 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. 8<sup>th</sup> Street and N. 9<sup>th</sup> 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. 8<sup>th</sup> Street to the east curb line of N. 9<sup>th</sup> 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.

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



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  
Mayor

Todd Wolf  
City Administrator

**MAYOR'S OFFICE**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)



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

**MAYOR'S OFFICE**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

II

Other Matters

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

Submitting various license applications for the period ending December 31, 2021, June 30, 2022, April 14, 2022 and June 30, 2023.

\_\_\_\_\_  
City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9650	Blindauer, Charles E.	1538 S. 9 <sup>th</sup> Street
3616	Kelm, Jeffrey S.	2505 N. 5 <sup>th</sup> Street
3606	Klave, Max	1627 S. 26 <sup>th</sup> Street
3605	Roberts, Keshawn	1220 N. 14 <sup>th</sup> Street Apt. A
3610	Prueser, Mitchell W.	3013 S. 19 <sup>th</sup> 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 <sup>th</sup> Street
9999	Kaehler, Scott R.	2109 N. 15 <sup>th</sup> Street
1685	Kraus, Jeanne E.	2410 North Avenue
3617	Mansfield, Terri J.	620 S. 8 <sup>th</sup> Street Apt. 309
3622	Rathke, Kyme R.	919 N. 5 <sup>th</sup> Street
3620	Schaefer, Kami A.	925 4 <sup>th</sup> Street, Kiel
0319	Sedlar, Carrie K.	2109 N. 15 <sup>th</sup> Street
2185	Senkbeil, Faith	4040 N. 29 <sup>th</sup> Street
3518	Stewart, Prince-Ezra E.	913 High Avenue

CHPS

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5860	Firgens, Todd C.	1828 S. 12 <sup>th</sup> Street
2059	Levanduski, Joshua B.	1910 Garfield Avenue
0289	Moeller, Robert J.	1812A S. 13 <sup>th</sup> Street
6011	Nennig, David M.	1559 N. 15 <sup>th</sup> Street
6278	Pantel, Melinda M.	1906A S. 12 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 <sup>th</sup> Street
2702	Oneguide, Inc. (Tietz's Piggly Wiggly #331)	2905 N. 15 <sup>th</sup> 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 <sup>th</sup> Street
2710	Vish LLC (The Pig Stop)	2917 N. 15 <sup>th</sup> 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 <sup>th</sup> Street
1833	Champs Inc. (Champs Sports Bar)	1501 Indiana Avenue
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
1511	Dennis J Reineking (Dennys Bar)	2140 Calumet Drive
1516	Wayne H Emmer (Emmers)	906 S. 15 <sup>th</sup> Street
3418	Sheb Pro LLC (Fairfield Inn By Marriot)	4117 S. Taylor Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 <sup>th</sup> Street
3136	Sack Realty LLC (Franks Place)	3023 N. 15 <sup>th</sup> Street
1799	James T Passmore (George Michaels)	513 N. 8 <sup>th</sup> Street
3117	Harbor Lights Two (Harbor Lights)	434 Pennsylvania Avenue
2849	Hops Haven, LLC (Hops Haven)	1327 N. 14 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street
2272 PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18 <sup>th</sup> Street
2030 Twelfth Parallel Inc (Rewind)	1002 Michigan Avenue
3355 Bentley's LLC (Sharpie's On Broadway)	1645 S. 12 <sup>th</sup> Street
3162 K & M Solutions, LLC (Sundance Saloon)	1509 S. 12 <sup>th</sup> Street
1752 Patrick J Martin (The End Zone)	904 Indiana Avenue
3307 Umi Sushi & Steak House (Umi Sushi & Steak House)	519 N. 8 <sup>th</sup> Street
3373 Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
1764 Water Street Pub (Water Street Pub)	931 N. 12 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street

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, Angeline	2732 N. 21 <sup>st</sup> Street

III

Other Matters

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.

PN

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

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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, permits<sup>1</sup>, 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

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<sup>1</sup> 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:** \_\_\_\_\_



**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: \_\_\_\_\_, \_\_\_\_\_

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: \_\_\_\_\_, \_\_\_\_\_

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

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: \_\_\_\_\_, \_\_\_\_\_



## 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



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](mailto: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.

## 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 \_\_\_\_\_

## 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

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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 \_\_\_\_\_

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.

FWP  
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.

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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: \_\_\_\_\_