ATTACHMENTS

1.4

City of Sheboygan
spirit on the lake

January 14, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

William Bulson to be considered for appointment to the Library Board to fill a vacancy with the term expiring on 04/19/2021.

MICHAEL J. VANDERSTEEN, MAYOR

Laydover

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

City of Sheboygan
spirit on the lake

William L. Bulson

The Rev. William L. Bulson began at Grace Episcopal Church in Sheboygan on November 15, 2020.

Fr. Bulson is originally from Kentucky. He has degrees in Russian literature and Slavic linguistics from the University of Kentucky in Lexington and The Ohio State University in Columbus. This included brief study in Moscow with the Pushkin Institute.

Fr. Bulson received his Master of Divinity from Virginia Theological Seminary, and has served parishes in Appalachia, Minnesota, and Japan, mostly in multi-ethnic and multilingual congregations. With the Episcopal Diocese of Minnesota Fr. Bulson co-translated the Book of Common Prayer into Hmong. He served as Rector most recently at St. Alban's Anglican-Episcopal Church in Tokyo, Japan.

Fr. Bulson has been an Oblate with the Order of St. Julian of Norwich in White Lake, WI since 2008. His call to ministry as a parish priest has been confirmed after a time of discernment as a novitiate monk with the order.

MAYOR'S OFFICE

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February 1, 2021

RESIGNATION

Martha Leppanen from the Senior Activity Center Commission effective immediately

Clevenger, Melissa

From: Mayor Vandersteen
Sent: Wednesday, January 27, 2021 4:13 PM
To: DeBruin, Meredith; Clevenger, Melissa
Subject: FW: SACS Strategic Planning

Please include this resignation on the Council agenda

Mike

Mike Vandersteen, Mayor
City of Sheboygan
Office: 920-459-3317
Cell: 920-207-2410

Read the latest issue of the City of Sheboygan Newsletter, the Sheboygan Insider:
http://www.sheboyganwi.gov/residents/sheboygan-insider/

From: Rendall-Araujo, Emily
Sent: Wednesday, January 27, 2021 2:54 PM
To: 'dmlepp@charter.net'
Cc: Rich Miesfeld; Mayor Vandersteen; Schwefel, Sarah
Subject: RE: SACS Strategic Planning

I'm so sorry to hear that, but I understand.

I really appreciated your input this morning, and I'm especially glad you shared your experience with me about yoga. I'd love to see us add an additional class that's more challenging!

Thanks again for your service Martha!

Emily

Emily Rendall-Araujo, CFRE
Director of Senior Services

City of Sheboygan
828 Center Avenue, Suite 300
Sheboygan, WI 53081
920-459-3421

See what's new at the Senior Activity Center of Sheboygan!

From: dmlepp@charter.net [mailto:dmlepp@charter.net]
Sent: Wednesday, January 27, 2021 2:28 PM
To: Rendall-Araujo, Emily
Subject: RE: SACS Strategic Planning

Thanks for a wonderful planning session today. You bring such positive energy to the position. Unfortunately, I am writing to resign from the commission. My life is heading in different directions and I feel unable to focus my energies to be a valued member. I am sorry. Martha Leppanen

On Jan 14, 2021 2:49 PM, "Rendall-Araujo, Emily" <Emily.Rendall-Araujo@sheboyganwi.gov> wrote:

Good Afternoon!

This is your friendly reminder to complete the attached questions to assist with our upcoming Strategic Planning process. They're not due until next Wednesday, but I'll give extra credit to those who get theirs in early. ☺

I have gotten responses so far from Andrew, Derek, and Scott. THANK YOU! And to everyone else, I'm looking forward to reading your responses as well.

Emily

Emily Rendall-Araujo, CFRE

Director of Senior Services

City of Sheboygan

828 Center Avenue, Suite 300

Sheboygan, WI 53081

920-459-3421

See what's new at the Senior Activity Center of Sheboygan!

From: Rendall-Araujo, Emily
Sent: Wednesday, January 6, 2021 4:34 PM
To: Wolf, Todd; Conery, Rachel; Andrew Jakus; Barb Felde; Candace Pitts; Jeanne Bogardus; Martha Leppanen; Rich Miesfeld; Samy Yang; Sue Garski; Alison Petri; Cesar Lemus; Connie Koenig; Dana Elmzen; Derek Muench; Jane Brill; Laura Gumm; Marilyn Montemayor; Scott Johnston
Subject: SACS Strategic Planning

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSES (RENEW)

No.	Name	Address
3042	Evergreen Lawn & Land LLC	1019 Grove Street, Menasha
3452	Wallace Tree and Landscape	6115 N. Flint Road, Milwaukee

VII

R. C. No. ____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 1, 2021.

Your Committee to whom was referred pursuant to R. O. No. 128-20-21 by City Clerk submitting various license applications; recommends granting the following license applications:

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

No.	Name	Address
3453	Allmann-Lawrence, Kyle A.	3324 S. 11th Street
7509	Beniger, Amanda M.	809 Huron Avenue
0627	Daane, Aleyda A.	1721 N. 40th Street
9794	East, Jacob A.	1031 Maryland Avenue Apt. 413
3459	Fuller, Seth A.	2511 N. 10th Street
3457	Gast, David L.	816A Lincoln Avenue
2724	Gierke, Anthony R.	1419A Geele Avenue
2189	Hernandez, Vicky L.	6917 Rex Lane, Sarasota FL
3460	Hutton, Alexandra C.	W4578 County Road A N,Elkhart Lake
8206	La Frenier, Stacy L.	1123 Lincoln Avenue
3456	Martinez, Laquisha	1114 N. 11th Street
1689	Miller, Courtney L.	218 East Mill Street, Plymouth
1879	Schuette, Emily A.	611 Mark Avenue, Sheboygan Falls
4884	Spindler, Tiffany A.	2332 Carmen Avenue Apt. 4C

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
3252	Fantoli Massage & Wellness, LLC	4027 S. Business Drive

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

No.	Name	Address
1982	Bouchard, Robert	819 Humboldt Avenue
3454	Garcia Correa, Rogelio	1218 Huron Avenue
2906	Forss, Brian J.	1319 N. 12th Street
3057	Hrabrich, Gregory H.	428 St. Clair Avenue
3451	Konz, Karissa N.	1427 N. 11th Street
2434	Lopez, Angela M.	3325 Main Avenue Apt. 102
3222	Pena, Kristina EM.	1812 S. 12th Street

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 1, 2021.

Your Committee to whom was referred Res. No. 147-20-21 by Alderpersons Donohue and Bohren authorizing the Director of Planning and Development to execute a SAAS Services Agreement with Benevate Inc. for Neighborly Software; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 47 - 20 - 21. By Alderpersons Donohue and Bohren.
January 18, 2021.

A RESOLUTION authorizing the Director of Planning and Development to execute a SAAS Services Agreement with Benevate Inc. for Neighborly Software.

RESOLVED: That the Director of Planning and Development is hereby authorized to enter into the attached SAAS Services Agreement with Benevate, Inc. for Neighborly Software.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the appropriate Community Development Block Grant account in payment of the fees due under the SAAS Services Agreement for the use of Neighborly Software.

BE IT FURTHER RESOLVED: That the Director of Planning and Development may, subject to the availability of funds, extend the term of the SAAS Services Agreement on the same or substantially similar terms, if the Director of Planning and Development believes doing so is in the best interest of the City.

FAP

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

BENEVATE INC. (dba NEIGHBORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: City of Sheboygan, Wisconsin	**Contact:** Chad Pelishek, Director of Planning & Development
Address: 828 Center Avenue, Suite 208 Sheboygan, WI 53081	**Phone**: (920) 459-3383 **Email:** Chad.Pelishek@sheboyganwi.gov
Department Manager Contact Information:	**Name:** **Phone:** **Email:**
Fiscal/Invoice Contact Information:	**Name** **Phone:** **Email:**
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: $14,400.00 per year, payable annually in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	**Initial Service Term**: One year from Effective Date
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee at Effective Date. **Implementation Fee (one-time)**: $14,000.00	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ____ day of _____ 20__ (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Suite 550 Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

BENEVATE Inc.:

By:_____

Name: J. Jason Rusnak

Title: President, Benevate Inc

CITY OF SHEBOYGAN, WISCONSIN:

By: _____

Name:_____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes.

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.4 Customer agrees that each set of login credentials (email address and password) for the Services may be used only by a single, named user ("Authorized User"). At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified on Exhibit D: Per User Pricing. Customer agrees to notify Company of any unauthorized user access of which you become aware.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Both parties understand that Customer is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law and all other laws applicable to municipalities in the State of Wisconsin. The Wisconsin Public Records Law limits the extent to which Customer may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law). The Wisconsin Public Records Law prohibits the disclosure of trade secrets. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information, unless required by law (including in response to a public records request). In the event the Customer receives a public records request or similar request—such a subpoena—for Proprietary Information, the Customer will promptly email Company at [insert desired email address]. Company may provide guidance to Customer as to whether, in its opinion, requested information constitutes a trade secret or is otherwise protected from disclosure. Any such guidance shall be provided to Customer within 3 business days of Customer's email, time being of the essence, so that Customer has time to comply with its obligations to respond to the public records request. Customer agrees to consider any guidance provided by Company in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If the Customer follows the guidance provided by Company, Company agrees to indemnify, defend, and hold the City harmless from any liability of any kind whatsoever that may result from the Customer following the guidance from Company.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 3% (the "Renewal Price Cap"), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company's then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company thirty (30) days after receipt of the invoice. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes. If Customer has a valid direct-pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format (Microsoft Excel .xls or Structured Query Language .sql). Further, Company will delete the database and file storage container on Microsoft Azure and shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

As permitted by law, Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $2,000,000 in aggregate and $1,000,000 each occurrence; (b) Professional Liability (E&O) of at least $5,000,000; (c) Cyber Liability of at least $5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least $1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Wisconsin.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following activities:

    a. Housing Rehabilitation
    b. CDBG Public Services
    c. CDBG Public Facilities
    d. Acquisition and Disposition
    e. Business Loans
    f. Historic Preservation

    Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

2. Training Services. Company will conduct one (1) eight (8) hour training session, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.

3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States.

5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.

6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

1) Definitions.

   (a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

   (b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Company shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

   (c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

   (d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

3) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

   (a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

   (b) Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

EXHIBIT C

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Implementation Services.

1) **Company Key Roles.** Company will assign an Engagement Manager who will be Customer's primary contact person and who will coordinate all the activities of the Implementation team.

2) **Customer Key Roles.** Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.

3) **Implementation Steps.** The following are the general steps which make up the implementation process:
   - Kickoff meeting
   - Program Design and Documentation
   - System Configuration and Signoff
   - Data Review and Validation
   - Administrator Training
   - Historical Data Collection (if applicable)

4) **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
   a. Program Design and Documentation
      - List of all documents to be uploaded into the system as part of the Program
      - List of all documents to be generated by the system as part of the Program
   b. System Configuration
      - Create Administrator accounts in the system
      - Configure Customer enrollment application in the system
      - Configure Customer specific approvals and workflow in the system, including up to thirty (30) documents/images to be uploaded
      - Configure up to two (2) program documents to be generated by system
   c. Data Review and Validation
      - Provide up to five (5) business days for Customer to test and validate system data and configuration
   d. Administrator Training
      - Conduct one (1) eight (8) hour training session, which may be recorded by Customer.
   e. Historical data conversion
      - (Optional) Upload Customer historical "active" data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company and priced in Exhibit D.

5) **Customer Responsibilities**
   a. Design and approve data elements, program workflow, and eligibility criteria
   b. Identify all program documents required to be stored in the system
   c. Identify all program documents to be generated by the system
   d. Provide historical data in electronic format specified by Company
   e. Test and approve system configuration
   f. Provide final sign off that the system meets all requirements ("Go Live")
   g. Participate in administrator training session

EXHIBIT D

Per User Pricing

Additional programs can be added any time and user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	$200	Monthly	6	$14,400.00
Neighborly Software Per Administrator Fee (Users 11+)	$150	Monthly	0	$0.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Strorage, Backup and Recovery	Included			

ANNUAL TOTAL $14,400.00

One Time Implementation Fees	UNIT PRICE	FREQ	UNITS	AMOUNT
Software Implementation Per Program[a]	$2,000	One Time	6	$12,000.00
- Software Configuration to Client Design	Included			
- Administrator Training (8 hrs Virtual)	Included			
- Administrator Guide	Included			
- Travel *(no travel during pandemic)*	$800	Per Trip	0	$0.00
- Rushed Implementation or Delayed Implementation: Fees may apply[2a, 2b]	see notes below	Per Program		$0.00
Data Migration per program	$2,000	Per Program	1	$2,000.00
- Additional fees for migrations beyond 5 business days	$100	Hour	0	$0.00
Craftsman Book Spec. Database-Cost Estimating	$500	Annually	0	$0.00

ONE TIME IMPLEMENTATION TOTAL $14,000.00

a - Includes configuration for the following

(1) Housing Rehabilitation
(2) CDBG Public Services
(3) CDBG Public Facilities
(4) Acquisition and Disposition
(5) Business Loans
(6) Historic Preservation (Loans & Grants)

Year One Total: $28,400.00

Estimated Year Two Total: $14,400.00

Notes

1. **Recurring fees** are invoiced annually in advance.
2. **Implementation fees** are invoiced at engagement based on an eight-week implementation period.

2a. **Implementation greater than eight weeks:** The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge $500 per week of delay until the program has gone live.

2b. **Rushed Implementation fee:** If the client requires a rushed implementation shorter than two-weeks, Neighborly Software will charge a one-time rushed implemenation fee of $1,000 in addition to the program

3. **Loan/Asset/Grant Migration:** Neighborly Software will commit a staff person to dedicate 5 business days to complete the migration upon completion of the import template. We ask that the client commit resources to assist in this effort. Should the client cause the migration to extend beyond 5 business days, Neighborly Software will charge $100 / hour for the time expended to complete the data migration project.

BENEVATE INC. (dba NEIGHBORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: City of Sheboygan, Wisconsin	**Contact:** Chad Pelishek, Director of Planning & Development
Address: 828 Center Avenue, Suite 208 Sheboygan, WI 53081	**Phone:** (920) 459-3383 **Email:** Chad.Pelishek@sheboyganwi.gov
Department Manager Contact Information:	**Name:** **Phone:** **Email:**
Fiscal/Invoice Contact Information:	**Name** **Phone:** **Email:**
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: $14,400.00 per year, payable annually in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	**Initial Service Term**: One year from Effective Date
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee at Effective Date. **Implementation Fee (one-time)**: $14,000.00	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 2nd day of February 2021 (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Suite 550 Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

BENEVATE Inc.:

By: J. Jason Rusnak

Name: J. Jason Rusnak

Title: President, Benevate Inc

CITY OF SHEBOYGAN, WISCONSIN:

By: Chad Pelishek

Name: Director of Planning & Dev Chad Pelishek

Title:

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes.

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.4 Customer agrees that each set of login credentials (email address and password) for the Services may be used only by a single, named user ("Authorized User"). At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified on Exhibit D: Per User Pricing. Customer agrees to notify Company of any unauthorized user access of which you become aware.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Both parties understand that Customer is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law and all other laws applicable to municipalities in the State of Wisconsin. The Wisconsin Public Records Law limits the extent to which Customer may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law). The Wisconsin Public Records Law prohibits the disclosure of trade secrets. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information, unless required by law (including in response to a public records request). In the event the Customer receives a public records request or similar request—such a subpoena—for Proprietary Information, the Customer will promptly email Company at [insert desired email address]. Company may provide guidance to Customer as to whether, in its opinion, requested information constitutes a trade secret or is otherwise protected from disclosure. Any such guidance shall be provided to Customer within 3 business days of Customer's email, time being of the essence, so that Customer has time to comply with its obligations to respond to the public records request. Customer agrees to consider any guidance provided by Company in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If the Customer follows the guidance provided by Company, Company agrees to indemnify, defend, and hold the City harmless from any liability of any kind whatsoever that may result from the Customer following the guidance from Company.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 3% (the "Renewal Price Cap"), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company's then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company thirty (30) days after receipt of the invoice. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes. If Customer has a valid direct-pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format (Microsoft Excel .xls or Structured Query Language .sql). Further, Company will delete the database and file storage container on Microsoft Azure and shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

As permitted by law, Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $2,000,000 in aggregate and $1,000,000 each occurrence; (b) Professional Liability (E&O) of at least $5,000,000; (c) Cyber Liability of at least $5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least $1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Wisconsin.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following activities:

    a. Housing Rehabilitation
    b. CDBG Public Services
    c. CDBG Public Facilities
    d. Acquisition and Disposition
    e. Business Loans
    f. Historic Preservation

    Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

2. Training Services. Company will conduct one (1) eight (8) hour training session, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.

3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States.

5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.

6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

1) Definitions.

   (a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

   (b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Company shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

   (c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

   (d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

3) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

   (a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

   (b) Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

EXHIBIT C

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Implementation Services.

1) **Company Key Roles.** Company will assign an Engagement Manager who will be Customer's primary contact person and who will coordinate all the activities of the Implementation team.

2) **Customer Key Roles.** Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.

3) **Implementation Steps.** The following are the general steps which make up the implementation process:
   - Kickoff meeting
   - Program Design and Documentation
   - System Configuration and Signoff
   - Data Review and Validation
   - Administrator Training
   - Historical Data Collection (if applicable)

4) **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
   a. Program Design and Documentation
      - List of all documents to be uploaded into the system as part of the Program
      - List of all documents to be generated by the system as part of the Program
   b. System Configuration
      - Create Administrator accounts in the system
      - Configure Customer enrollment application in the system
      - Configure Customer specific approvals and workflow in the system, including up to thirty (30) documents/images to be uploaded
      - Configure up to two (2) program documents to be generated by system
   c. Data Review and Validation
      - Provide up to five (5) business days for Customer to test and validate system data and configuration
   d. Administrator Training
      - Conduct one (1) eight (8) hour training session, which may be recorded by Customer.
   e. Historical data conversion
      - (Optional) Upload Customer historical "active" data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company and priced in Exhibit D.

5) **Customer Responsibilities**
   a. Design and approve data elements, program workflow, and eligibility criteria
   b. Identify all program documents required to be stored in the system
   c. Identify all program documents to be generated by the system
   d. Provide historical data in electronic format specified by Company
   e. Test and approve system configuration
   f. Provide final sign off that the system meets all requirements ("Go Live")
   g. Participate in administrator training session

EXHIBIT D

Per User Pricing

Additional programs can be added any time and user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	$200	Monthly	6	$14,400.00
Neighborly Software Per Administrator Fee (Users 11+)	$150	Monthly	0	$0.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Strorage, Backup and Recovery	Included			

ANNUAL TOTAL $14,400.00

One Time Implementation Fees	UNIT PRICE	FREQ	UNITS	AMOUNT
Software Implementation Per Program[a]	$2,000	One Time	6	$12,000.00
- Software Configuration to Client Design	Included			
- Administrator Training (8 hrs Virtual)	Included			
- Administrator Guide	Included			
- Travel *(no travel during pandemic)*	$800	Per Trip	0	$0.00
- Rushed Implementation or Delayed Implementation: Fees may apply[2a, 2b]	see notes below	Per Program		$0.00
Data Migration per program	$2,000	Per Program	1	$2,000.00
- Additional fees for migrations beyond 5 business days	$100	Hour	0	$0.00
Craftsman Book Spec. Database-Cost Estimating	$500	Annually	0	$0.00

a - Includes configuration for the following

ONE TIME IMPLEMENTATION TOTAL $14,000.00

(1) Housing Rehabilitation
(2) CDBG Public Services
(3) CDBG Public Facilities
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(5) Business Loans
(6) Historic Preservation (Loans & Grants)

Year One Total: $28,400.00

Estimated Year Two Total: $14,400.00

Notes

1. **Recurring fees** are invoiced annually in advance.
2. **Implementation fees** are invoiced at engagement based on an eight-week implementation period.

2a. **Implementation greater than eight weeks:** The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge $500 per week of delay until the program has gone live.

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3. **Loan/Asset/Grant Migration:** Neighborly Software will commit a staff person to dedicate 5 business days to complete the migration upon completion of the import template. We ask that the client commit resources to assist in this effort. Should the client cause the migration to extend beyond 5 business days, Neighborly Software will charge $100 / hour for the time expended to complete the data migration project.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 1, 2021.

Your Committee to whom was referred Res. No. 146-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Site Lease Agreement between the Wisconsin Power and Light Company and the City of Sheboygan regarding a solar photovoltaic generating facility; 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. 146 - 20 - 21. By Alderpersons Donohue and Bohren.
January 18, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Site Lease Agreement between the Wisconsin Power and Light Company and the City of Sheboygan regarding a solar photovoltaic generating facility.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Site Lease Agreement between the Wisconsin Power and Light Company and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

FPP

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

SITE LEASE AGREEMENT
WISCONSIN POWER AND LIGHT COMPANY
and
THE CITY OF SHEBOYGAN

This Site Lease Agreement ("Lease" or "Agreement"), dated as of _____, 2021 ("Effective Date"), is by and between Wisconsin Power and Light Company, a Wisconsin corporation as Lessee ("Lessee"), and the City of Sheboygan as Lessor ("Lessor"). In this Lease, Lessor and Lessee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Lessee is a public utility engaged in providing electric service in Wisconsin pursuant to Wis. Stat. § 196.01(5)(a);

WHEREAS, Lessee desires to construct and operate, or contract with a third party for the construction and operation of, a solar photovoltaic generating facility (the "***Customer-Hosted Facility***") for the purpose of meeting the energy and capacity needs of Lessee's retail and wholesale customers;

WHEREAS, in accordance with the Tariff (defined below) Lessee intends to use the Renewable Energy Facility shown on Exhibit B in support of and as part of the Alliant Energy Customer-Hosted Renewables Program;

WHEREAS, Lessee proposes to lease from Lessor certain of Lessor's property located in Sheboygan County (the "***Property***") as set forth on Exhibit A constituting the Lessee's leasehold interest hereunder (the "***Premises***"), to facilitate the development and operation of the Customer- Hosted Facility shown on Exhibit B;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"***Access Easement***" means Lessee's non-exclusive appurtenant rights for ingress, egress, and access to and from the Premises pursuant to the Access Easement is attached hereto and made a part hereof as Exhibit D, over a portion of the Property for purposes of providing Lessee with access to the Customer-Hosted Facility.

"***Accredited Capacity***" means the accredited capacity, in MW(ac) as calculated using the Midcontinent Independent System Operator Business Practice Manual then in effect as of the Effective Date. Accredited Capacity shall be fixed for the Term of the Lease.

"***Affiliate***" means with respect to any entity, such entity's general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

"***Alteration***" has the meaning set forth in Section 8.7.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) the Lessee's leasehold, access and easement interests in and to the Premises or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

"***Claims***" has the meaning in Section 11.1.

"***Commercial Operations***" means such operations of the Lessee where (1) the Committed Nameplate Capacity of the Customer-Hosted Facility is installed and the Customer-Hosted Facility can and does produce energy associated with such Committed Nameplate Capacity; and (2) all Permits and Required Approvals necessary to authorize that production and delivery of Delivered Energy have been obtained; and (3) Lessee has given Lessor prior written notice that the foregoing requirements with the respect to the Customer-Hosted Facility have been met.

"***Commercial Operation Date***" means the date (1) set forth in a written notice from Lessee to Lessor no later than ten (10) days prior to such date and (2) on which all other conditions to Commercial Operation as set forth in this Lease have been met.

"***Committed Nameplate Capacity***" means the total maximum designed power output Capacity of the Customer-Hosted Facility.

"***Concealed Conditions***" means subsurface or otherwise concealed physical conditions at the Premises that differ materially from the Documented Site Conditions or those conditions ordinarily expected to exist at a site like the Property and generally recognized as inherent in construction activities of the type and character as the work to be performed by Lessee under this Lease, and that Lessee could not have otherwise discovered through the exercise of reasonable diligence in advance of commencing its performance of its obligations at the Premises.

"***Confidential Information***" means all oral and written information exchanged between the Parties with either or both Parties which contain proprietary business or confidential information of a Party and is designated as "confidential" by such Party. The following exceptions, however, do not constitute Confidential Information for purposes of this Lease: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Lease; (b) information that was already known by either Party on a non- confidential basis prior to this Lease; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; and (e) any record required to be made available under federal or state law, including the Wisconsin Public Records Law (§§ 19.31 to 19.37, Wis. Stats.)

"***CONE***" means Cost of New Entry, which is defined in MISO to mean an estimate of capacity revenue needed by a new generator in its first year of operation to make it economically viable to build a power plant in MISO.

"***Constructive Abandonment***" has the meaning set forth in Section 6.1(c).

"***Customer-Hosted Facility***" means the solar power electrical generation facility and related structures, foundations, fixtures, facilities, equipment, energy storage facilities, gates, fences, barriers, landscaping, security systems, access roads within the Premises, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution, and sale of solar energy to be constructed, owned, operated, and maintained by Lessee, with specifications for an aggregate nameplate capacity of approximately 1 MW(ac), together with all appurtenant facilities and any transformers and interconnection facilities comprising underground cables and any necessary junction boxes or other equipment required to interconnect the facility to the local electric distribution system, and any and all Alterations, additions, replacements, or modifications thereto, all to be located on the Premises as further set forth in Exhibit B.

"***Documented Site Conditions***" means those conditions at the Premises documented in the Site Assessment in accordance with Section 2.6.

"***Effective Date***" means the date set forth in the introductory paragraph of this Lease.

"***Energy***" means the amount of electricity either used or generated by the Customer-Hosted Facility over a period of time, as expressed in units of kWh or MWh.

"***Environmental Attributes***" means any environmental offsets or allowances, renewable product, value, or credits of any kind or nature earned or attributable to (A) the Customer-Hosted Facility, and (B) the electric energy generated by the Customer-Hosted Facility, including, without limitation, those resulting from or associated with the Federal Clean Air Act, renewable energy credits, or any other federal or state acts, laws, regulations, or ordinances that provide offsets, allowances, or credits related to energy or emissions created through the generation of energy from the Customer-Hosted Facility.

"***Environmental Laws***" means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines, and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

"***Event of Default***" has the meaning set forth in Section 14.4.

"***Firm Demand***" means that portion of the demand that Lessee, as an electricity provider, is obligated to provide to Lessor, except when system reliability is threatened or during emergency conditions.

"***Force Majeure***" means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence, or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

"***Governmental Authority***" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"***Gross Negligence***" has the meaning in Section 11.3.

"***Hazardous Materials***" means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "solid waste," or "hazardous waste" in any Environmental Law; (iii) mold, fungi, or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution, or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as "hazardous waste" pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials, and wastes which are characterized as "pollutants" or "contaminants" or as "toxic" or "hazardous" under Environmental Laws.

"***Indemnified Party***" has the meaning in Section 11.1.

"***Indemnifying Party***" has the meaning in Section 11.1.

"***Interest Rate***" means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

"***kW***" means kilowatt.

"***kWh***" means kilowatt hour.

"***Lease***" has the meaning set forth in the introductory paragraph of this Lease.

"***Leasehold Mortgage***" has the meaning set forth in Section 13.4.

"***Lessee***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessee Senior Representative***" shall mean David DeLeon, President, Wisconsin Power and Light Company.

"***Lessor***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessor Senior Representative***" shall mean Chad Pelishek, Director of Planning and Development, City of Sheboygan.

"***Liens***" has the meaning set forth in Section 16.2(b).

"***MW***" means Megawatt.

"***MWh***" means Megawatt hour.

"***MISO***" means Midcontinent Independent System Operator.

"***Monthly Rent***" shall mean the rent payable to Lessor for use of the Premises in connection with the operation of the Customer-Hosted Facility, and as further described in Exhibit E.

"***Mortgagee***" shall have the meaning in set forth in Section 13.2(b).

"***Notice of Construction***" has the meaning set forth in Section 2.5.

"***Parties***" means Lessor and Lessee, and their respective successors and permitted assignees.

"***Party***" means Lessor or Lessee, and their respective successors and permitted assignees.

"***Permits***" means all state, federal, and local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, operation, and maintenance of the Customer-Hosted Facility.

"***Permitted Improvements***" means the Customer-Hosted Facility that will be used to conduct the Permitted Use, together with accessory uses thereto, including, but not limited to, one or more solar energy generating and conversion systems and related structures, foundations, fixtures, facilities and equipment, energy storage facilities, access roads (including the Access Easement), electric interconnection facilities, comprising underground cables and any necessary junction boxes or other equipment needed to connect the Customer-Hosted Facility to the local electric distribution system, as further set forth in Exhibit B hereto, any gates, fences, barriers, landscaping, security systems, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution, and sale of solar energy.

"***Permitted Use***" means the use and occupation of the Premises solely and exclusively for the design, construction, operation, maintenance, repair, and removal of the Permitted Improvements, which are designed and intended for the purpose of generating renewable energy for sale within MISO, and any incidental uses thereto.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

"***Premises***" has the meaning set forth in Exhibit A, as applicable, as such Exhibit A may be amended in accordance with the provisions of this Lease.

"***Prudent Solar Industry Practice***" means those practices generally recognized by the solar and battery storage industries, including Lessee, in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost, consistent with reliability, safety, site security, expedition, project economics and Applicable Legal Requirements. Prudent Solar Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

"***RECs***" means renewable energy credits, which are defined in Wis. Stat. § 196.378(3), and, for purposes of this Lease only, include those renewable energy credits generated by the Customer-Hosted Facility.

"***Release***" or "***Released***" means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

"***Remediation***" or "***Remediate***" means or refers to any (i) investigation, monitoring, clean- up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

"***Required Approvals***" means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

"***Tariff***" means, as applicable, the Wisconsin Power and Light Company Customer-Hosted Renewables Pilot, Volume III, Original, Sheet No. 9.70, Amendment 536, Schedule CHR-1.

"***Term***" has the meaning set forth in Section 3.1.

"***Termination Date***" means the earlier to occur of (i) the last day of the Term or any Renewal Term, (ii) the date of termination of this Lease pursuant to Section 15.

"***Work***" has the meaning set forth in Section 12.1.

SECTION 2 -- LEASE OF PREMISES

2.1 Premises. Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Premises (as further described in Exhibit A, as such Exhibit A may be amended in accordance with the provisions of this Lease) for the sole and exclusive purpose of conducting the Permitted Use and designing, constructing, operating, maintaining, repairing, and expanding the Permitted Improvements. Appurtenant to Lessee's rights to the Premises is the non-exclusive right, subject to the terms set forth herein, to use of the Access Easement on Exhibit D for its respective specified purpose. The Premises, which shall include the Lessee's appurtenant rights to the Access Easement, shown on Exhibit B, respectively, are demised subject to the following:

(a) any encumbrances shown on a survey of the Premises as described in paragraph 2.6;

(b) upon Lessee's written request and sole expense, Lessor furnishing a current letter report from a title company of Lessee's choice to Lessee. Lessee shall have the right to obtain a title opinion for a leasehold title policy from a title company of its choice. If, in the reasonable opinion of Lessee, such title opinion shows any defects of title or any liens or encumbrances which materially and adversely affect Lessee's use of the Premises, Lessee shall have the right, in Lessee's sole discretion, to (i) request that Lessor use commercially reasonable efforts to cure such defect in title within a reasonable period of time, provided, Lessor has the right to decline to cure such defect in its sole discretion, or (ii) terminate this Lease upon thirty (30) days written notice to Lessor. Lessor agrees to reasonably cooperate with Lessee, at no cost to Lessor, to enable Lessee to obtain a title guarantee, certificate, or a standard policy of title insurance insuring the Lease granted hereunder (including such endorsements as Lessee shall reasonably request);

(c) covenants, restrictions, easements, agreements, and reservations, as set forth in Exhibits A, B, and D, as such Exhibits A, B, and D may be amended in accordance with the provisions of this Lease;

(d) present and future zoning laws, ordinances, resolutions and regulations of the municipality in which the Premises lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Premises for the Permitted Use, provided that Lessor shall not restrict or encumber Lessee's use of the Premises for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee fifteen (15) days prior to the execution of such mortgage to obtain a subordination, nondisturbance, and attornment agreement ("***SNDA***") from Lessor's lender in a form reasonably acceptable to Lessee; and

(e) the condition and state of repair of the Premises as the same may be on the Effective Date.

Exhibit B, attached to this Lease, as of the Effective Date includes the Lessee's initial approximation of the Permitted Improvements, and Exhibit B may be amended by Lessee from time to time, with prior written approval by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

2.2 Net Lease. Except as provided in this Lease, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability in connection with this Lease or the ownership, construction, operation, maintenance, removal, replacement, or repair of the Permitted Improvements throughout the Term, except as otherwise provided in this Lease. Lessee hereby accepts the condition of the Premises as it may affect Lessee's construction, operation, repair, demolition, maintenance, and management of the Permitted Improvements, except as otherwise provided in this Lease. The Parties agree that Lessee shall not be liable for any conditions on the Premises:

(a) arising from or related to acts or omissions occurring prior to the Effective Date; or,

(b) occurring after the Effective Date that arise from or are related to Lessor's or Lessor's employees', contractors, or agent's Gross Negligence or willful misconduct.

2.3 Ownership of the Permitted Improvements. Lessor shall have no ownership of, or other interest in, Lessee's equipment, machinery, appurtenances within the Premises, or the Permitted Improvements. Lessor shall have no ownership or, or other interest in, the Customer-Hosted Facility or any related appurtenances and apparatus or the Environmental Attributes. Provided, however, Lessor may, at its sole discretion, and no later than the Effective Date, elect to receive any RECs, subject to Exhibit E, Section (1).

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Premises for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Premises that conflict with or interfere with the Permitted Use.

2.5 Notice of Construction; Delivery of Possession. At any time after the Effective Date and before Lessee causes the commencement of construction of the Permitted Improvements on the Premises, which period shall not be more than seven hundred thirty (730) days after the Effective Date, Lessee shall deliver to Lessor a written notice (the "***Notice of Construction***"), stating the approximate date, which shall be not less than sixty (60) days after the date of the Notice of Construction, on which Lessee intends to begin construction at the Premises with respect to the Permitted Improvements. Lessor shall deliver possession of the Premises needed for the Customer- Hosted Facility to Lessee at least thirty (30) days prior to the date of commencement of construction of the Customer-Hosted Facility as stated in the Notice of Construction.

2.6 Survey. Lessee shall obtain a survey of the Property at its own expense. Lessor shall cooperate with provide Lessee and Lessee's agents with reasonable access to the Premises for the purposes of conducting a Survey, provided that Lessee shall provide reasonable advance notice of the need for such access to Lessor.

2.7 Access to Premises Before Notice of Construction. During the period after the Effective Date and before delivery of the Notice of Construction under Section 2.5, as requested by Lessee after Lessee's having provided reasonable advance notice to Lessor, Lessor shall provide Lessee with reasonable access to the Premises for purposes of evaluating the condition of the Premises and in connection with designing and engineering the Permitted Improvements.

SECTION 3 -- TERM

3.1 Term. The "***Term***" shall begin on the Effective Date and end at noon central time on the twenty-fifth (25th) anniversary of the Effective Date.

3.2 Extended Term. So long as the Lessee is not then in an uncured Event of Default, this Lease will automatically renew for up to three (3) additional five (5) year terms after the initial Term (each a "***Renewal Term***") without action or notice by either Party, unless one Party gives the other written Notice of its intention not to renew this Lease for the upcoming Renewal Term ("***Non-Renewal Notice***"). Non-Renewal Notices shall be delivered no later than one hundred eighty (180) days prior to the expiration of the Term, or the then current Renewal Term, as the case may be, with the final day of the Term or last Renewal Term being the "***Termination Date***".

3.3 Memorandum of Lease. Promptly after the Effective Date and before delivery of the Notice of Construction under Section 2.5, the Parties shall execute a Memorandum of Lease in a form reasonably agreeable to both parties, and Lessee shall promptly thereafter record said Memorandum in the official records of Sheboygan County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, and to deliver the same to Lessor within ten (10) days after the Termination Date.

SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts set forth in Exhibit E as consideration for the Lease, Access Easements, and Lessee's other rights and interests in the Lessor's Property.

SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, each Party shall maintain the policies and coverages set forth on Exhibit C. Upon request, each Party shall furnish to the other Party certificates of insurance showing policies carried. Further, each Party shall be named as an additional insured for the negligent acts and omissions of the other Party arising out of this Lease Agreement, on a primary and non-contributory basis, with respect to the Commercial General Liability coverage. Lessee may satisfy the foregoing insurance requirements, in whole or in part, through the provision of self-insurance by Lessee in the amounts identified in Exhibit C and pursuant to terms and conditions consistent with prudent utility practices and consistent with the manner in which Lessee insures other similar properties and risks. Each certificate of insurance delivered hereunder, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled or surrendered without at least thirty (30) days prior written notice to the other Party and to any mortgagee named in such policy. Failure of either Party to enforce the minimum insurance requirements listed above shall not relieve the other Party of responsibility for maintaining these coverages.

5.2 Waiver of Subrogation. Whether the loss or damage is due to the negligence of Lessor or Lessee, or their respective employees or agents, or any other cause, Lessor and Lessee do each herewith and hereby release and relieve the other, its employees, and agents from responsibility for and waive their entire claim of recovery for (a) any loss or damage to the real or personal property of either located anywhere on the Property, including the Property itself, arising out of or incident to the occurrence of any of the perils which are covered by a fire and extended coverage policy of insurance, and (b) any loss resulting from business interruption at the Premises or Property or loss of rental income from the Premises or Property or any portion thereof, arising out of or incident to the occurrence of any of the perils which are covered by any business interruption insurance policy or by any loss of rental income insurance policy. Each Party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other Party.

SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Premises and Removal of the Permitted Improvements.

(a) On the Termination Date, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor the Premises.

(b) Notwithstanding the foregoing, Lessee shall be required, at Lessee's sole expense, as soon as reasonably practicable and no later than two hundred seventy (270) days after the Termination Date of this Lease, during which time Lessee shall continue to pay the Monthly Rent and Taxes, to decommission the Permitted Improvements subject to the Termination Date, remove the Permitted Improvements and any other alterations, changes, additions and improvements which may have been made upon the Subject Property, except the Access Easement, whether above-ground or below-ground, from the Premises and appurtenant areas, and restore and reclaim the Premises and appurtenant areas subject to the Termination Date to approximately their original condition existing on the Effective Date, normal wear and tear and casualty excepted. This shall include, but not be limited to, the removal from the Property of any and all deleterious material and substances that might cause injury to persons, crops, water supply sources, native vegetation or livestock, including junk material, pieces of iron, pipes, steel, concrete or other debris and foreign materials, leveling of all mounds, filling all pits, ruts and other excavations, restoring the surface of the Property used by Lessee to as near its original condition as is reasonably practicable after the completion of the operation or other activity conducted under this Lease in question, root plowing, discing and seeding of such areas with ten (10) pounds per acre of grass seed of Lessor's selection, and fertilizing the affected areas.

(c) Any property, improvements, or Permitted Improvements subject to the Termination Date left on the Premises after the passage of two hundred seventy (270) days following the Termination Date, or such longer period as granted by Lessor in its sole discretion, may, at the option of Lessor, be deemed abandoned (a "***Constructive Abandonment***") and thereafter shall become the personal property of Lessor; *provided*, the forgoing shall not apply to any property, improvements or Permitted Improvements of Lessee that are not timely removed if the failure to remove is caused by an event of *Force Majeure* or the negligent acts or omissions of Lessor (in which in either case the time period for removal shall be extended on a day-to-day basis).

(d) No later than the fifteenth (15th) anniversary date of the Commercial Operations Date, Lessee shall provide a bond or other security reasonably satisfactory to Lessor, which secures Lessee's obligation to remove the Improvements from the Subject Property at the end of the Term or earlier termination of this Lease. Such bond or other security ("Removal Bond") shall be in an amount equal to one hundred ten percent (110%) of Lessee's reasonable estimate of removal and restoration costs, less the reasonable salvage value of the Project, that will be incurred in complying with the terms of this Lease. The Removal Bond shall be assessed and the value accordingly adjusted if necessary due to an increase in the cost of performance under this Lease, at least once every five (5) years. If Lessee and Lessor are unable to agree to the proper amount of the Removal Bond, Lessee and Lessor shall mutually agree to a disinterested unaffiliated third party to determine said amount. The disinterested third party's determination shall be final for the purposes of assigning a value to the Removal Bond. The Removal Bond shall be released to Lessee upon Lessor's reasonable satisfaction that removal and restoration operations pursuant to this Lease have been complied with. The bond or other security shall extend for a reasonable period of time beyond the Term of this Lease and the form of bond (or other security) shall be reasonably satisfactory to the Parties. The provision of such bond or other security is not intended to limit the obligations of Lessee to comply fully with its obligations set forth in this section and to the extent the costs of compliance exceed the amount of the bond or other security, Lessee shall be responsible for such excess costs.

6.2 Title. Subject to Section 6.1(c), above, ownership and title to the Permitted Improvements, except the Access Easement, shall solely and exclusively be in the Lessee.

SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee's Duty. Subject to Section 12, commencing upon and continuing after the date of the Notice of Construction for the Customer-Hosted Facility, Lessee shall keep the Permitted Improvements in good condition, reasonable wear and tear excepted, and perform its obligations with respect to the Premises, conduct all necessary maintenance and repairs to the Permitted Improvements and shall maintain and keep the Permitted Improvements in accordance with Prudent Solar Energy Industry Practice and Applicable Legal Requirements.

7.2 Lessor's Duty. During the Lease Term, Lessor shall maintain the Property more particularly described on Exhibit A and the Premises, but excluding the Customer-Hosted Facility described on Exhibit B, in good and usable condition. Excluding the Customer-Hosted Facility, Lessor shall be responsible for all maintenance and repairs to the Property related to flood, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; and war, sabotage, vandalism, civil strife or other violence, related to the Property at Lessor's sole cost and expense. Lessee shall be responsible for day-to-day maintenance, including but not limited to grass cutting, weed control, and snow removal.

7.3 Damage. Lessor shall immediately notify Lessee in the event Lessor or Lessor's agents damage any portion of the Customer-Hosted Facility. Lessor shall be responsible for actual reasonable costs of repair, to be performed by Lessee or an approved Affiliate or subcontractor.

7.4 Public Safety. Lessor shall, as promptly as it becomes aware thereof, notify Lessee of the occurrence of any event or the existence of any condition or circumstance that poses an imminent threat or hazard to public health or safety (an ***"Emergency"***) at the Premises. Lessee shall respond to any such Emergency as promptly as reasonably possible and take all measures necessary to address the condition that gave rise to the Emergency. Lessor shall not be required to incur any cost or expense attributable to the Customer-Hosted Facility in the event of such Emergency, except to the extent such emergency is caused by Lessor's negligence or willful misconduct.

7.5 Construction, Maintenance, and Monitoring of the Customer-Hosted Facility.

(a) Lessee, at its sole cost and expense, and in accordance with Prudent Solar Industry Practice and Applicable Legal Requirements, shall at all times:

(i) have responsibility for the costs and performance of construction of the Customer-Hosted Facility and procuring and maintaining or causing the procurement or maintenance of insurance on the Customer-Hosted Facility;

(ii) have responsibility for the costs and performance of all repairs, replacements, maintenance, Remediation, compliance with permits, and compliance with Applicable Legal Requirements;

(iii) bear the risk of loss in case of a theft, damage, casualty, condemnation or confiscation of Customer-Hosted Facility except in the case of Lessor's negligence or willful misconduct; and

(iv) be responsible, in accordance with Section 6, for removing the Permitted Improvements from the Premises upon the termination of this Lease.

(b) The Lessor shall have no obligation to perform any of the Lessee obligations set forth in Section 7.5(a) above, and Lessee or Lessee's agent(s), as applicable, shall be solely responsible for the performance of all such obligations.

7.6 Vegetation; Structures. Lessor agrees that it shall not permit on the Premises or on any adjacent or nearby property owned by Lessor or its Affiliates any new structure, vegetation, activity, or land use to penetrate the airspace in any manner that would cast a shadow on the Customer-Hosted Facility. While Lessee retains certain rights to expand the Customer-Hosted Facility upon the Premises, Lessor's obligations under this provision only extend the portion of the Premises actually in use at the time of approval/permitting of any new structures, vegetation, activity, or land use.

7.7 Security; Safety. Lessee shall be responsible for the security of the Property, including the Premises, and shall install or implement any other necessary security measures consistent with prudent industry practices.

SECTION 8 –
CONSTRUCTION AND OPERATION OF PERMITTED IMPROVEMENTS

8.1 General Description. Except as otherwise specified herein, the Permitted Improvements shall consist of the improvements described on Exhibit B, which is each attached hereto and which, as of the Effective Date, includes a preliminary description of the specifications of the major components of the Permitted Improvements to be constructed by the Lessee.

8.2 Governmental Approval.

(a) Except as otherwise specified herein, Lessee will obtain at its sole cost all Permits required for Lessee's use of the Premises, the Permitted Use, and the Permitted Improvements from any and all Governmental Authorities having jurisdiction in the matter.

(b) At Lessee's request and sole expense, Lessor shall reasonably cooperate with Lessee so that Lessee can meet its obligations under this Lease. At Lessee's request and sole expense, Lessor agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the Permitted Improvements.

8.3 Development Commences Promptly. Lessee shall promptly and diligently prosecute to completion (subject only to an event of *Force Majeure*) all actions to: (a) commence the necessary activities for the permitting, designing and engineering of the Permitted Improvements following the Effective Date; and (b) commence the necessary activities for the construction of the Permitted Improvements following the date of its Notice of Construction.

8.4 Completion Requirements. Lessee will arrange for the construction of the Permitted Improvements in a good, careful, proper and workmanlike manner in accordance with Prudent Solar Industry Practice and all Applicable Legal Requirements.

8.5 Access to and Use of the Premises. Upon the Effective Date and throughout the Term, and during construction and operation of the Permitted Improvements, including, but not limited to, all related pre-construction activities, Lessee and its contractors or agents shall have unrestricted access, including ingress and egress rights, to the Premises at all times, provided, Lessee acknowledges that prior to delivery of the Notice of Construction Lessee's access to the Premises shall be non-exclusive. Lessor agrees to maintain all roads, parking lots, driveways, easements, and walkways that are now and may be located in and around the Premises necessary for proper ingress and egress to and from, and use of, the Premises. Prior to relocating access, Lessor shall consult with Lessee and seek Lessee's approval, which such approval shall not be unreasonably withheld.

8.6 Alterations. Lessee shall have the right from time to time both before and after the completion of the Permitted Improvements and at Lessee's sole cost and expense to make, or cause to be made, additions, alterations and changes, other than structural changes or repair or replacement of parts at the Permitted Improvements, to the Premises as is reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease ("***Alteration***").

8.7 Signs. Lessee shall be permitted to place signs on the Property, provided, any such signs shall be subject to the approval of Lessor (such approval not to be unreasonably withheld, conditioned or delayed) and shall be consistent with size, height, area, lighting, setback or other restrictions under Applicable Legal Requirements.

SECTION 9 -- SUBORDINATION; NONDISTURBANCE

9.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 9.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Premises, and neither Lessee nor Lessor will suffer any other matter or thing arising out of Lessee's use and occupancy of the Premises whereby the estate, rights and interests of either Lessee or Lessor in the Premises or any part thereof might be impaired.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that Lessee may grant a security interest in its rights under its Lease and in and to the Customer- Hosted Facility. The Property is not presently encumbered by any deed of trust, mortgage or other lien, .

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Premises after the Effective Date or otherwise further mortgage the Property without first allowing Lessee fifteen (15) days to obtain a SNDA from Lessor's lender.

9.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Premises by reason of Lessee's or, as applicable, Lessor's failure to make a payment to any contractor or subcontractor of Lessee or Lessor, respectively, Lessee or Lessor, as applicable, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee or Lessor, respectively, shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessee or Lessor, respectively, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessee or Lessor, as applicable, and costs and expenses reasonably incurred by Lessee or Lessor, respectively, in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessee's or Lessor's making of the payment of the cost and expenses, respectively, shall be paid by Lessee or Lessor to the other Party within thirty (30) calendar days of Lessee or Lessor's invoice therefor, as applicable.

SECTION 10 -- QUIET ENJOYMENT

10.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term and any extensions thereof:

(a) Any uses of the Property by Lessor or any third party shall not unreasonably interfere with the Permitted Use and the operational requirements of the Permitted Improvements and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

SECTION 11 -- INDEMNIFICATION

11.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any Related Person thereof which (i) in Lessee's case, shall include damage to the Permitted Improvements and (ii) in Lessor's case, shall include damage to the Premises or Property;

(b) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Premises, which are or were brought or permitted to be brought onto the Premises by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof; or

11.2 In no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof.

11.3 No Consequential Damages. In no event shall a Party be liable to the other Party for any indirect, consequential, incidental, special or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement; provided, however, that this limitation of liability will not limit a Party's liability for: (i) damages that are caused by the Gross Negligence, fraud, or willful misconduct of the Party claiming the benefit of this waiver; or (ii) damages payable by a Party to a third party as a result of a third party claim for which such Party is entitled to indemnification hereunder. For purposes of this agreement, "***Gross Negligence***" means (i) a marked and flagrant departure from the standard of conduct of a reasonable person acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences.

11.4 Related Persons. As used herein the term "Related Person" shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

11.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 20.19.

SECTION 12 -- DAMAGE OR DESTRUCTION

12.1 Lessee Repair and Restoration. If, at any time during the Term, a Permitted Improvement or portion thereof shall be substantially damaged or destroyed and rendered inoperable by fire or other casualty, Lessee may at its sole cost and expense either (a) repair or replace the Permitted Improvements, or (b) elect to terminate this Lease in which case Lessee shall decommission and remove the Permitted Improvements in accordance with Section 6 of this Lease; and perform environmental Remediation, if required; and promptly restore the Premises to substantially the same condition as existed prior to the Effective Date. Such removal, repair, Remediation, or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Section as the "***Work***."

12.2 Conditions of the Work. Except as otherwise provided in this Section 12, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by all of the provisions of this Lease.

12.3 Failure to Commence Repairs. If the Work shall not have been commenced within one hundred eighty (180) days of the date of the casualty or other occurrence, or such longer period as may be reasonably required to adjust the insurance, achieve final plans and obtain all necessary Permits, or if such Work after commencement shall not proceed with due diligence (any *Force Majeure* event excepted), Lessor may terminate this Lease pursuant to Section 14. On such termination, Lessee shall decommission and remove the Permitted Improvements, except the Access Easement, and any other structures on the Premises and restore the Premises in accordance with Section 6. Upon the completion of such activities, Lessee shall have no further obligation to pay Lessor the Monthly Rent or any other amount under this Lease (other than payments due as of the Termination Date and payments required by any provisions of this Lease that expressly survive termination).

12.4 Lessee's Right to Terminate in Event of Shutdown. In the event a Governmental Authority decrees, orders or demands that operation of the Permitted Improvements cease or that the Permitted Improvements be removed from the Premises, Lessee shall have the right to terminate this Lease without penalty to either Party. *[For purposes of this Section 12.4, Governmental Authority shall not include Lessor.]*

SECTION 13 –ASSIGNMENT

13.1 Assignment by Lessor. Lessor shall be permitted to assign or transfer this Lease or any part thereof only upon the prior written consent of Lessee, such consent not to be unreasonably withheld, conditioned, or delayed.

13.2 Release of Lessor. Provided Lessee has consented to any assignment by Lessor in accordance with Section 13.1, above, Lessor shall be relieved from its obligations under this Lease:

(a) by any whole disposition of Lessor's interest in the Lease in compliance with Section 13.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of this Lease; and

(b) in the event of any foreclosure on the Premises by any person with a mortgage interest in the Premises (a "***Mortgagee***"), in which case the Mortgagee shall substitute for the Lessor for purposes of this Lease and which Mortgagee shall be bound by the terms of this Lease; provided, however, that the Mortgagee subsequently shall be entitled to assign its right under this Lease in accordance with the provisions of Section 13.1.

Absent express written consent of Lessee, the execution of a Mortgage or any assignment from one Mortgagee to another Mortgagee shall not relieve Lessor from its obligations under this Lease. Any attempt by Lessor to assign or transfer this Lease or any rights, duties or interest hereunder in violation of this Section will be null and void.

13.3 Assignments by Lessee. Lessee shall be permitted to assign this Lease without the consent of Lessor in accordance with Section 13.4, below or with respect to an affiliate of Lessee. Lessee shall not otherwise have the right to assign any of its rights, duties, or obligations under this Lease without the written consent of Lessor, which such consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any assignment under this Section 13.3, Lessee shall be released from any further liability under this Lease from and after the effective date of such assignment if, as of the date of assignment, the assignee accepts responsibility for all payment and performance obligations under the Lease. To the extent provided for in each conveyance document, an assignee under this Section 13.3 shall have all of the rights and benefits of Lessee under and pursuant to this Agreement.

13.4 Lessee's Right to Finance. Lessee will from time to time and at any time have the right, respectively, without the consent of Lessor, to collaterally assign or otherwise encumber Lessee's interests in this Lease or the Premises or any portion thereof held by Lessee by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtedness or obligations incurred by Lessee ("***Leasehold Mortgage***"). A Leasehold Mortgage may encumber Lessee's right to use and occupy the Premises, the leasehold estate created hereby, all right, title and interest in and to any existing building, fixture, or personal property, as well as in and to any and all other buildings at any time located on or partially on the Premises, and any other property so affixed to the land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such Leasehold Mortgage will be for such amount and on such other terms and conditions as Lessee may agree to. The aforesaid right shall be a continuing right. Any Leasehold Mortgage or loans, or extensions, renewals, refinancings, or replacements thereof obtained by or on behalf of Lessee shall impose no personal liability on Lessor and the sole recourse of the Mortgagee to be against Lessee and their respective interests in this Lease and the Permitted Improvements.

SECTION 14 -- TERMINATION, DEFAULT, AND REMEDIES

14.1 Termination for Convenience.

(a) Lessee's Right to Terminate for Convenience. Lessee shall have the right to terminate this Lease as to all or any part of the Premises (the "***Termination Option***") without cause at any time, provided:

(i) Lessee is not in default pursuant to this Lease on the date that Lessee exercises its option to terminate this Lease and on the Termination Date;

(ii) Lessee shall give written notice to Lessor of its termination of the Lease effective not less than one hundred eighty (180) days after the date of the written notice ("***Termination Date***").

(b) Lessor's Right to Terminate for Convenience. Lessor shall have the right to terminate the Lease:

(i) if Lessee has not commenced construction of the Permitted Improvements on the Premises by the date that is seven hundred thirty (730) days from the Effective Date; or

(ii) if the Commercial Operations Date has not occurred within one thousand ninety-five (1,095) days of the Effective Date, provided, termination under this Section 14.1(b) shall be effective upon thirty (30) days' written notice from the non-defaulting Party to the defaulting Party.

14.2 Termination for Concealed Conditions. Prior to the Full Operations Date, Lessee may immediately suspend its performance of its obligations under this Agreement if it encounters Concealed Conditions at the Premises.

(a) If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in the length of time required for Lessee to perform its obligations under this Agreement, Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease, provided Lessee has provided written notice to the Lessor of the need for and maximum timeframe for such a day-to-day extension.

(b) If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in Lessee's cost of performance of any of its obligations under this Lease, Lessee shall be entitled to terminate this Lease upon ten (10) days prior notice to Lessor; provided, however, that if the required remedy for such Concealed Conditions consists of the implementation of structural changes or improvements to the Premises that are required to support the Permitted Improvements, then, in lieu of such termination, Lessee may give written notice to Lessor of such needed changes. Lessor shall respond in writing to such notice within thirty (30) days thereafter stating whether Lessor agrees to implement such changes. If Lessor states in its responsive notice that it agrees to make the structural changes identified by Lessee, Lessor shall implement such structural changes or improvements in accordance with Applicable Legal Requirements, during which time Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease. If Lessor states in its responsive notice that it does not agree to implement the structural changes proposed by Lessee, then Lessee shall be entitled to terminate this Lease upon ten (10) days written notice to Lessor.

14.3 Effect of Termination. Upon any termination of this Lease, Lessee shall, in accordance with the provisions of Section 6, remove the Permitted Improvements from the Premises, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Improvements and shall restore the Premises and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Upon termination of this Lease for convenience under Section 14.1 or for Concealed Conditions under Section 14.2, and except for any Concealed Conditions associated with a release or threatened release of Hazardous Materials or a violation of any Environmental Laws, neither Party shall any liability to the other Party and, except for those obligations that expressly survive termination, the obligations of the respective Party shall terminate as of the effective date of termination.

14.4 Termination for Default. The following events shall be deemed to be events of default (each an "***Event of Default***" and collectively, the "***Events of Default***"):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party's right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs Lessee's ability to operate the Permitted Improvements;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party's failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party's Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(e) A filing by the Lessee for bankruptcy or insolvency of the Lessee pursuant to Chapter 128, Wisconsin Statutes.

14.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party's Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice. In the case of an Event of Default by Lessee, Lessee shall remove, or cause the removal of, the Permitted Improvements, surrender possession and vacate Premises in accordance with Section 6, and deliver possession thereof to Lessor;

(b) Cure the Event of Default for the account and at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

14.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to surrender the Premises in accordance with Section 6, Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Premises, including any reasonable attorneys' fees.

(b) Damages Incurred in Obtaining a New Location for the Customer-Hosted Facility. In an Event of Default by Lessor which results in the Customer-Hosted Facility or the Premises becoming unusable, in whole or in substantial part, for the purposes intended by this Lease as stated in this Lease, Lessee shall be entitled to recover from Lessor, within forty-five (45) days written demand from Lessee, all Lessee's reasonable expenses in connection with obtaining a new location for the Customer-Hosted Facility, brokerage commissions, and attorneys' fees, and cancellation charges, fees, or penalties imposed upon Lessee by third-parties.

(c) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date under Section 6.1(c), Lessor may remove all Permitted Improvements from the Premises and shall be permitted to keep such Permitted Improvements as personal property. Lessee shall reimburse Lessor for reasonable and documented costs of such removal of the Permitting Improvements, net of salvage value, and restoration of the Premises to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

14.7 Lessee Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 18.19 and except with respect to any amounts owed and due by Lessee prior to or following the Termination Date, the Termination of this Lease shall relieve Lessee of its liability and obligations under this Lease.

14.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

SECTION 15 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

15.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) To Lessee's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

15.2 Lessee Covenants. Lessee hereby represents, warrants, and covenants the following to Lessor:

(a) Minimal Impacts. Lessee agrees to design and construct the Permitted Improvements and to locate and operate the Permitted Improvements in such a way as to reasonably minimize impacts to the Premises and to Lessor's activities, if any, on the Premises, to the extent practical, without negatively impacting the Permitted Improvements or the operation and output of the Customer-Hosted Facility. Lessee shall operate and maintain the Permitted Improvements in good order and repair throughout the term of this Agreement.

(b) Costs. Lessee covenants to Lessor that Lessee shall be responsible for all costs necessary to construct, operate, maintain, repair, remove, replace, and expand the Permitted Improvements.

(c) Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Customer-Hosted Facility. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Premises or Permitted Improvements of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Lessee.

(d) Construction Liens. Lessee shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises in connection with Lessee's use of the Premises pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Premises pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Premises against such lien claim.

(e) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Premises. Lessee shall indemnify Lessor against any such violation that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Premises caused by any Hazardous Materials brought onto the Premises by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any pre-existing Hazardous Materials not introduced to the Premises by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Premises.

(f) GPS Coordinates. Lessee shall provide Lessor with as-built drawings of the Customer-Hosted Facility and any underground improvements constructed on the Premises within thirty (30) days of the date of mechanical completion, as defined in the relevant engineering, procurement, and construction agreement for the Customer-Hosted Facility. This provision shall survive expiration or earlier termination of this Lease.

SECTION 16 --
LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor is the sole owner of the Premises and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor.

(d) There are no oil, gas, or mineral rights affecting the Property and Lessor has delivered to Lessee true and complete copies of any and all oil, gas, or mineral leases, licenses, easements, or agreements affecting the Property or any part thereof, and Lessor unequivocally waives any surface rights it may have whatsoever to any minerals in, under, or on the Property.

(e) To Lessor's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(f) Lessor's Property is in accordance with applicable state or local jurisdictional building code, whichever is more stringent.

16.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

(a) No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with: the construction, installation, maintenance, or operation of the Permitted Improvements, except the Access Easement; access over the Premises to such Permitted Improvements or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Lessor's activities or any rights granted by Lessor to a third party shall not materially disturb or interfere with the efficiency or output of the Customer-Hosted Facility on the Premises or disturb the Property or the Premises such that it could be expected to damage or interfere with the structural integrity or expected maintenance or operation of the Customer-Hosted Facility. Lessor may not use, or otherwise grant the right to use, the Property for the development of any renewable energy facilities other than the Customer-Hosted Facility. Throughout the Term and any extensions thereof, as provided in Section 10.1, Lessor shall protect Lessee's rights of quiet enjoyment.

(b) Liens and Tenants. Lessor represents that there are no recorded or unrecorded liens, encumbrances, leases (including leases for tenant farmers), mortgages, deeds of trust (except as disclosed to Lessee in writing), or other exceptions (collectively, "Liens") to Lessor's fee title ownership of the Premises or to Lessor's right, title or interest in the Premises. Except as disclosed by Lessor in writing to Lessee, Lessor represents that there are no mortgages, deeds of trust, or similar liens or security interests encumbering all or any portion of the Premises. In accordance with Section 2.1(a), Lessor shall reasonably cooperate and assist Lessee in curing any title objection and obtaining any nondisturbance agreement from each party that holds rights (recorded or unrecorded) that might interfere with Lessee's rights under this Agreement.

(c) Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any Required Approvals for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Customer-Hosted Facility, including execution, if necessary, of applications for such Required Approvals, and including participating in any appeals or regulatory proceedings respecting the Permitted Improvements.

(d) Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Premises. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor and that existed on or before the Effective Date. Lessor shall promptly notify Lessee of any such violation. If Remediation is required due to Hazardous Materials in, on, or under the Premises, not including the Access Easement, which was not proximately caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 14 as if an Event of Default occurred under Section 14.4(d).

(e) Title Insurance. Lessor agrees that within ten (10) calendar days of receipt, Lessor shall use commercially reasonable efforts to execute and deliver to Lessee any documents reasonably required by the title insurance company selected by Lessee necessary to allow Lessee to obtain policies of title insurance insuring their respective interests in the Property.

(f) **Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.**

SECTION 17 -- NO WAIVERS

17.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

17.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

SECTION 18 -- MISCELLANEOUS

18.1 Confidentiality. Except as provided in this Section 18.1, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Lease, without the other Party's prior express written consent, as applicable.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Lease.

(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing party shall notify the other parties of the required disclosure, such one or both of the other parties may attempt (if such party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

18.2 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and, assignment or other transfer under Section 14 hereof, Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Lease and/or are exercising rights under this Lease to the extent consistent with such interest.

18.3 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessee: Wisconsin Power and Light Company
4902 N Biltmore Lane
Madison, Wisconsin 53718
Attention: Cat Tackett
Telephone: 608-458-3845
Email: CatTackett@alliantenergy.com

To Lessor: City of Sheboygan
828 Center Avenue, Suite 208
Sheboygan, Wisconsin 53081
Attention: Chad Pelishek
Telephone: (920) 459-3377
Email: Chad Pelishek@sheboyganwi.gov

18.4 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

18.5 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 18.5 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination ("***Dispute***") shall first be submitted for resolution in accordance with the provisions of this Section 18.5. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officer designated by the Lessee as its designated representatives for resolution and the City Administrator on behalf of the Lessor. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

18.6 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Customer-Hosted Facility on the Property, the Parties shall either amend this Lease to relocate the Customer-Hosted Facility, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Premises, shall be Lessor's property, whether such damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Premises or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Lessee's Customer-Hosted Facility or alterations, or for moving expenses, reestablishment expenses, or similar items.

18.7 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

18.8 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

18.9 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the subject matter hereof to which Lessee and Lessor are Parties, supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

18.10 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

18.11 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

18.12 Press Releases. Lessee reserves the right to issue a written press release with respect to this Lease and the Customer-Hosted Facility without the prior written agreement of Lessor, provided, Lessee shall make a good faith effort to notify Lessor in advance of such issuance.

18.13 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

18.15 Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

18.16 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

18.17 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

18.18 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Premises and Removal of the Permitted Improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), 14.6 (Additional Damages), and 14.7 (Lessee Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 14.5 (Remedies in the Event of Default), and Section 18 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

18.19 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

18.20 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

18.21 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

18.22 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses of counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

18.23 Unpaid Amounts, Interest Rate. Any amount owed by Lessee hereunder, unless otherwise provided herein, shall be paid within ten (10) days from the date Lessor renders statements of account therefor to Lessee and shall bear interest from the date due until the date paid at a rate equal to the Interest Rate.

18.24 Merger of Title. No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Premises, or any part thereof, will occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Premises or any part thereof or any interest therein, and no such merger will occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above join in a written instrument effecting such merger and record same.

18.25 Spreading of Mortgage. Notwithstanding the fact that no merger of estates will occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence at the time such simultaneous ownership occurs will nevertheless attach to the fee simple interest held by the Lessee in the Property, as well as continuing to encumber the leasehold estate.

18.26 Lessor's Access to Premises. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Premises or to maintain said Premises.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

City of Sheboygan

By: _____
Name: Michael J. Vandersteen
Title: Mayor

Attest:_____
Name: Meredith De Bruin
Title: City Clerk

Wisconsin Power and Light Company

By:_____
Name: JP Brummond
Title: VP Business Planning

City Signatures authorized pursuant to Res. ___-___-___.

EXHIBIT A
Legal Description of the Premises

The property available is Lot 6, about 13 acres including the stormwater detention pond, located in the Sheboygan Business Park near 4243 Gateway Drive in Sheboygan, WI.

Of the acres available, the new solar facility will need ~5 acres in order to avoiding any potential wetland areas. There does seem to be minimal floodplain hazard, however, the parcel may require a floodplain permit.

SHEBOYGAN BUSINESS CENTER PRT OF LOT 6 DESC AS FOLLOWS: COM AT NE COR OF LOT 2 CSM REC IN VOL 9 P 17 R.O.D. THE PT OF BEGINNING, TH W 275.15', TH SWLY 284.86', TH N 71.88', TH SWLY 326.25', TH NWLY 627.42' TH NELY 260.85', THELY 942.72', TH S 465.40' TO P



EXHIBIT B
Customer-Hosted Facility

After discussions conclude and a lease agreement is finalized, a detailed design will be developed to include the development of construction drawings and implementation schedule.

EXHIBIT C
Insurance Requirements

Certificates of insurance must be on file with Lessee and Lessor, respectively, prior to commencement of construction of the Permitted Improvements, and such coverage must remain in effect for the duration of this Lease. Each Party shall provide the other Party with thirty (30) days' written notice prior to cancellation or non-renewal of any of the insurance policies required herein. Failure of either Party to enforce the minimum insurance requirements listed below will not relieve the other Party of responsibility for maintaining these coverages.

Policies	Minimum Limits
Workers' Compensation:	Statutory
Employer's Liability: Each Accident: Employer's Liability Disease Each Employee: Employer's Liability Disease Policy Limit:	$1,000,000 $1,000,000 $1,000,000
Commercial General Liability: coverage for products/completed operations, blanket contractual liability and personal injury.	$1,000,000 Each Occurrence $2,000,000 General Aggregate
Automobile Liability: Combined Single Limit, for all owned, non-owned and hired automobiles.	$1,000,000
Excess or Umbrella Liability: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form."	$4,000,000 Each Occurrence $4,000,000 Aggregate
Errors and Omissions Insurance: Coverage under a "Claims Made" policy must remain in effect for a period of three (3) years after the completion of the Work.	$3,000,000 Each Claim $3,000,000 Aggregate

Additional Endorsements Required and to be Stated on Certificates of Insurance:

Lessor and its respective employees, officers and directors must be included as additional insured for the Permitted Improvements on a primary and non-contributory basis, with respect to General Liability and Excess/Umbrella (if any) coverages.

All policies applicable to the Work (except Errors and Omissions) must contain a waiver of subrogation in favor of the other Party.

EXHIBIT D
Access Easement

After discussions conclude and a lease agreement is finalized, a detailed design will be developed. We will require an access road easement off of the Gateway Drive cul-de-sac to access the facility control house (if required), transformer, inverters, etc.

The area shown below is only ~4.5 Acres and represents some reasonable set-backs from the property boundary as well as identified hydric soil areas and the stormwater detention pond.

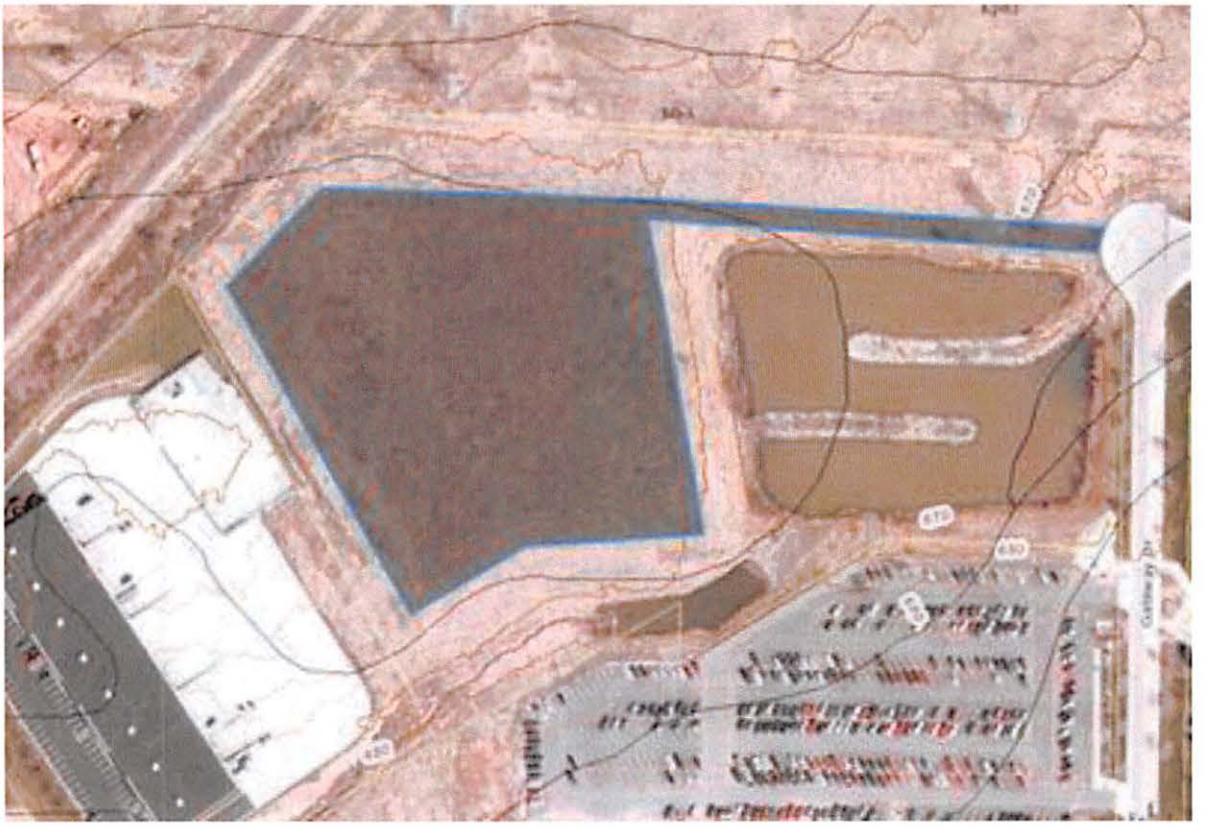


EXHIBIT E
Lease and Access Easement Compensation

(1) Payment for Lease and Access Easements. During the Term, within thirty (30) days of the Effective Date and each month thereafter, Lessee shall pay to Lessor, in advance, without notice or demand, the Monthly Rent. If the first or last Lease Term is less than an entire calendar month, the Monthly Rent shall be prorated for the applicable portion of such Monthly Rent. All rights to RECs generated by the Customer-Hosted Facility will be retained by Lessee. The Monthly Rent shall be calculated as follows:

Customer-Hosted Facility Rent Calculation

1.	Nameplate Capacity of Facility (MWac)	1 MW
2.	Accredited Capacity of Facility (MWac)	0.5 MW
3.	Customer's Firm Demand	1.4 MW
4.	MISO CONE (2020 - Zone 2)	$ 90,940.00
5.	Gross Annual Lease Amount	$ 45,470.00
6.	Gross Monthly Lease Amount (divide Line 5 by 12)	$ 3,789.16

(2) Payment Adjustments. If Lessor owns less than the full surface estate in all or any part of the Property, all payments required hereunder shall be reduced to the proportion that Lessor's interest in the Property bears to the full surface estate in the Property, or any portion thereof subject to this Lease, as the case may be.

(3) Late Payments. If any payment of Monthly Rent is not made within five (5) days of the date of written notice to Lessee from Lessor of such late payment, a one-time penalty of ten percent (10%) of the amount due shall be immediately payable by Lessee to Lessor.

(4) Taxes.

(a) Lessee Taxes. During the Term, Lessee shall, at Lessee's cost and expense, bear, pay, and discharge or cause to be borne, paid, and discharged, on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all taxes, assessments, sewer rents, water rents and charges, duties, recaptured taxes due to a change in use, license and permit fees, charges for public utilities of any kind, and payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are herein sometimes collectively referred to as "***Taxes***") which shall pursuant to present or future law or otherwise, prior to or during the term hereby granted have been or shall be levied, charged, assessed, or imposed upon, or grow or become due and payable out of or for, or become or have become, a lien on the Premises and that are directly attributable to the Permitted Improvements. Lessee shall pay all interest and penalties imposed for late payment of any Taxes which Lessee is obligated to pay or to cause to be paid hereunder.

(b) Lessor Taxes. Lessor shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease; (ii) exclusive of any Taxes attributable to the Permitted Improvements, Lessor's municipal, state, or federal income, income profit or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change in ownership of the Premises; and (iii) any other Taxes which are not obligated to be paid by Lessee in Exhibit E Section (4)(a), above.

(c) The provisions of this Exhibit E Section (4) shall survive the expiration or earlier termination of this Lease such that all taxes that arise during the term of the Lease shall remain the responsibility of the Lessee.

SITE LEASE AGREEMENT
WISCONSIN POWER AND LIGHT COMPANY
and
THE CITY OF SHEBOYGAN

This Site Lease Agreement ("Lease" or "Agreement"), dated as of February 11, 2021 ("Effective Date"), is by and between Wisconsin Power and Light Company, a Wisconsin corporation as Lessee ("Lessee"), and the City of Sheboygan as Lessor ("Lessor"). In this Lease, Lessor and Lessee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Lessee is a public utility engaged in providing electric service in Wisconsin pursuant to Wis. Stat. § 196.01(5)(a);

WHEREAS, Lessee desires to construct and operate, or contract with a third party for the construction and operation of, a solar photovoltaic generating facility (the "***Customer-Hosted Facility***") for the purpose of meeting the energy and capacity needs of Lessee's retail and wholesale customers;

WHEREAS, in accordance with the Tariff (defined below) Lessee intends to use the Renewable Energy Facility shown on Exhibit B in support of and as part of the Alliant Energy Customer-Hosted Renewables Program;

WHEREAS, Lessee proposes to lease from Lessor certain of Lessor's property located in Sheboygan County (the "***Property***") as set forth on Exhibit A constituting the Lessee's leasehold interest hereunder (the "***Premises***"), to facilitate the development and operation of the Customer-Hosted Facility shown on Exhibit B;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"***Access Easement***" means Lessee's non-exclusive appurtenant rights for ingress, egress, and access to and from the Premises pursuant to the Access Easement is attached hereto and made a part hereof as Exhibit D, over a portion of the Property for purposes of providing Lessee with access to the Customer-Hosted Facility.

"***Accredited Capacity***" means the accredited capacity, in MW(ac) as calculated using the Midcontinent Independent System Operator Business Practice Manual then in effect as of the Effective Date. Accredited Capacity shall be fixed for the Term of the Lease.

"***Affiliate***" means with respect to any entity, such entity's general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

"***Alteration***" has the meaning set forth in Section 8.7.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) the Lessee's leasehold, access and easement interests in and to the Premises or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

"***Claims***" has the meaning in Section 11.1.

"***Commercial Operations***" means such operations of the Lessee where (1) the Committed Nameplate Capacity of the Customer-Hosted Facility is installed and the Customer-Hosted Facility can and does produce energy associated with such Committed Nameplate Capacity; and (2) all Permits and Required Approvals necessary to authorize that production and delivery of Delivered Energy have been obtained; and (3) Lessee has given Lessor prior written notice that the foregoing requirements with the respect to the Customer-Hosted Facility have been met.

"***Commercial Operation Date***" means the date (1) set forth in a written notice from Lessee to Lessor no later than ten (10) days prior to such date and (2) on which all other conditions to Commercial Operation as set forth in this Lease have been met.

"***Committed Nameplate Capacity***" means the total maximum designed power output Capacity of the Customer-Hosted Facility.

"***Concealed Conditions***" means subsurface or otherwise concealed physical conditions at the Premises that differ materially from the Documented Site Conditions or those conditions ordinarily expected to exist at a site like the Property and generally recognized as inherent in construction activities of the type and character as the work to be performed by Lessee under this Lease, and that Lessee could not have otherwise discovered through the exercise of reasonable diligence in advance of commencing its performance of its obligations at the Premises.

"***Confidential Information***" means all oral and written information exchanged between the Parties with either or both Parties which contain proprietary business or confidential information of a Party and is designated as "confidential" by such Party. The following exceptions, however, do not constitute Confidential Information for purposes of this Lease: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Lease; (b) information that was already known by either Party on a non-confidential basis prior to this Lease; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; and (e) any record required to be made available under federal or state law, including the Wisconsin Public Records Law (§§ 19.31 to 19.37, Wis. Stats.)

"***CONE***" means Cost of New Entry, which is defined in MISO to mean an estimate of capacity revenue needed by a new generator in its first year of operation to make it economically viable to build a power plant in MISO.

"***Constructive Abandonment***" has the meaning set forth in Section 6.1(c).

"***Customer-Hosted Facility***" means the solar power electrical generation facility and related structures, foundations, fixtures, facilities, equipment, energy storage facilities, gates, fences, barriers, landscaping, security systems, access roads within the Premises, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution, and sale of solar energy to be constructed, owned, operated, and maintained by Lessee, with specifications for an aggregate nameplate capacity of approximately 1 MW(ac), together with all appurtenant facilities and any transformers and interconnection facilities comprising underground cables and any necessary junction boxes or other equipment required to interconnect the facility to the local electric distribution system, and any and all Alterations, additions, replacements, or modifications thereto, all to be located on the Premises as further set forth in Exhibit B.

"***Documented Site Conditions***" means those conditions at the Premises documented in the Site Assessment in accordance with Section 2.6.

"***Effective Date***" means the date set forth in the introductory paragraph of this Lease.

"***Energy***" means the amount of electricity either used or generated by the Customer-Hosted Facility over a period of time, as expressed in units of kWh or MWh.

"***Environmental Attributes***" means any environmental offsets or allowances, renewable product, value, or credits of any kind or nature earned or attributable to (A) the Customer-Hosted Facility, and (B) the electric energy generated by the Customer-Hosted Facility, including, without limitation, those resulting from or associated with the Federal Clean Air Act, renewable energy credits, or any other federal or state acts, laws, regulations, or ordinances that provide offsets, allowances, or credits related to energy or emissions created through the generation of energy from the Customer-Hosted Facility.

"***Environmental Laws***" means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines, and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

"***Event of Default***" has the meaning set forth in Section 14.4.

"***Firm Demand***" means that portion of the demand that Lessee, as an electricity provider, is obligated to provide to Lessor, except when system reliability is threatened or during emergency conditions.

"***Force Majeure***" means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence, or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

"***Governmental Authority***" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"***Gross Negligence***" has the meaning in Section 11.3.

"***Hazardous Materials***" means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "solid waste," or "hazardous waste" in any Environmental Law; (iii) mold, fungi, or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution, or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as "hazardous waste" pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials, and wastes which are characterized as "pollutants" or "contaminants" or as "toxic" or "hazardous" under Environmental Laws.

"***Indemnified Party***" has the meaning in Section 11.1.

"***Indemnifying Party***" has the meaning in Section 11.1.

"***Interest Rate***" means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

"***kW***" means kilowatt.

"***kWh***" means kilowatt hour.

"***Lease***" has the meaning set forth in the introductory paragraph of this Lease.

"***Leasehold Mortgage***" has the meaning set forth in Section 13.4.

"***Lessee***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessee Senior Representative***" shall mean David DeLeon, President, Wisconsin Power and Light Company.

"***Lessor***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessor Senior Representative***" shall mean Chad Pelishek, Director of Planning and Development, City of Sheboygan.

"***Liens***" has the meaning set forth in Section 16.2(b).

"***MW***" means Megawatt.

"***MWh***" means Megawatt hour.

"***MISO***" means Midcontinent Independent System Operator.

"***Monthly Rent***" shall mean the rent payable to Lessor for use of the Premises in connection with the operation of the Customer-Hosted Facility, and as further described in Exhibit E.

"***Mortgagee***" shall have the meaning in set forth in Section 13.2(b).

"***Notice of Construction***" has the meaning set forth in Section 2.5.

"***Parties***" means Lessor and Lessee, and their respective successors and permitted assignees.

"***Party***" means Lessor or Lessee, and their respective successors and permitted assignees.

"***Permits***" means all state, federal, and local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, operation, and maintenance of the Customer-Hosted Facility.

"***Permitted Improvements***" means the Customer-Hosted Facility that will be used to conduct the Permitted Use, together with accessory uses thereto, including, but not limited to, one or more solar energy generating and conversion systems and related structures, foundations, fixtures, facilities and equipment, energy storage facilities, access roads (including the Access Easement), electric interconnection facilities, comprising underground cables and any necessary junction boxes or other equipment needed to connect the Customer-Hosted Facility to the local electric distribution system, as further set forth in Exhibit B hereto, any gates, fences, barriers, landscaping, security systems, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution, and sale of solar energy.

"***Permitted Use***" means the use and occupation of the Premises solely and exclusively for the design, construction, operation, maintenance, repair, and removal of the Permitted Improvements, which are designed and intended for the purpose of generating renewable energy for sale within MISO, and any incidental uses thereto.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

"***Premises***" has the meaning set forth in Exhibit A, as applicable, as such Exhibit A may be amended in accordance with the provisions of this Lease.

"***Prudent Solar Industry Practice***" means those practices generally recognized by the solar and battery storage industries, including Lessee, in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost, consistent with reliability, safety, site security, expedition, project economics and Applicable Legal Requirements. Prudent Solar Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

"***RECs***" means renewable energy credits, which are defined in Wis. Stat. § 196.378(3), and, for purposes of this Lease only, include those renewable energy credits generated by the Customer-Hosted Facility.

"***Release***" or "***Released***" means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

"***Remediation***" or "***Remediate***" means or refers to any (i) investigation, monitoring, clean-up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

"***Required Approvals***" means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

"***Tariff***" means, as applicable, the Wisconsin Power and Light Company Customer-Hosted Renewables Pilot, Volume III, Original, Sheet No. 9.70, Amendment 536, Schedule CHR-1.

"***Term***" has the meaning set forth in Section 3.1.

"***Termination Date***" means the earlier to occur of (i) the last day of the Term or any Renewal Term, (ii) the date of termination of this Lease pursuant to Section 15.

"***Work***" has the meaning set forth in Section 12.1.

SECTION 2 -- LEASE OF PREMISES

2.1 Premises. Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Premises (as further described in Exhibit A, as such Exhibit A may be amended in accordance with the provisions of this Lease) for the sole and exclusive purpose of conducting the Permitted Use and designing, constructing, operating, maintaining, repairing, and expanding the Permitted Improvements. Appurtenant to Lessee's rights to the Premises is the non-exclusive right, subject to the terms set forth herein, to use of the Access Easement on Exhibit D for its respective specified purpose. The Premises, which shall include the Lessee's appurtenant rights to the Access Easement, shown on Exhibit B, respectively, are demised subject to the following:

(a) any encumbrances shown on a survey of the Premises as described in paragraph 2.6;

(b) upon Lessee's written request and sole expense, Lessor furnishing a current letter report from a title company of Lessee's choice to Lessee. Lessee shall have the right to obtain a title opinion for a leasehold title policy from a title company of its choice. If, in the reasonable opinion of Lessee, such title opinion shows any defects of title or any liens or encumbrances which materially and adversely affect Lessee's use of the Premises, Lessee shall have the right, in Lessee's sole discretion, to (i) request that Lessor use commercially reasonable efforts to cure such defect in title within a reasonable period of time, provided, Lessor has the right to decline to cure such defect in its sole discretion, or (ii) terminate this Lease upon thirty (30) days written notice to Lessor. Lessor agrees to reasonably cooperate with Lessee, at no cost to Lessor, to enable Lessee to obtain a title guarantee, certificate, or a standard policy of title insurance insuring the Lease granted hereunder (including such endorsements as Lessee shall reasonably request);

(c) covenants, restrictions, easements, agreements, and reservations, as set forth in Exhibits A, B, and D, as such Exhibits A, B, and D may be amended in accordance with the provisions of this Lease;

(d) present and future zoning laws, ordinances, resolutions and regulations of the municipality in which the Premises lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Premises for the Permitted Use, provided that Lessor shall not restrict or encumber Lessee's use of the Premises for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee fifteen (15) days prior to the execution of such mortgage to obtain a subordination, nondisturbance, and attornment agreement ("***SNDA***") from Lessor's lender in a form reasonably acceptable to Lessee; and

(e) the condition and state of repair of the Premises as the same may be on the Effective Date.

Exhibit B, attached to this Lease, as of the Effective Date includes the Lessee's initial approximation of the Permitted Improvements, and Exhibit B may be amended by Lessee from time to time, with prior written approval by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

2.2 Net Lease. Except as provided in this Lease, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability in connection with this Lease or the ownership, construction, operation, maintenance, removal, replacement, or repair of the Permitted Improvements throughout the Term, except as otherwise provided in this Lease. Lessee hereby accepts the condition of the Premises as it may affect Lessee's construction, operation, repair, demolition, maintenance, and management of the Permitted Improvements, except as otherwise provided in this Lease. The Parties agree that Lessee shall not be liable for any conditions on the Premises:

(a) arising from or related to acts or omissions occurring prior to the Effective Date; or,

(b) occurring after the Effective Date that arise from or are related to Lessor's or Lessor's employees', contractors, or agent's Gross Negligence or willful misconduct.

2.3 Ownership of the Permitted Improvements. Lessor shall have no ownership of, or other interest in, Lessee's equipment, machinery, appurtenances within the Premises, or the Permitted Improvements. Lessor shall have no ownership or, or other interest in, the Customer-Hosted Facility or any related appurtenances and apparatus or the Environmental Attributes. Provided, however, Lessor may, at its sole discretion, and no later than the Effective Date, elect to receive any RECs, subject to Exhibit E, Section (1).

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Premises for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Premises that conflict with or interfere with the Permitted Use.

2.5 Notice of Construction; Delivery of Possession. At any time after the Effective Date and before Lessee causes the commencement of construction of the Permitted Improvements on the Premises, which period shall not be more than seven hundred thirty (730) days after the Effective Date, Lessee shall deliver to Lessor a written notice (the "***Notice of Construction***"), stating the approximate date, which shall be not less than sixty (60) days after the date of the Notice of Construction, on which Lessee intends to begin construction at the Premises with respect to the Permitted Improvements. Lessor shall deliver possession of the Premises needed for the Customer-Hosted Facility to Lessee at least thirty (30) days prior to the date of commencement of construction of the Customer-Hosted Facility as stated in the Notice of Construction.

2.6 Survey. Lessee shall obtain a survey of the Property at its own expense. Lessor shall cooperate with provide Lessee and Lessee's agents with reasonable access to the Premises for the purposes of conducting a Survey, provided that Lessee shall provide reasonable advance notice of the need for such access to Lessor.

2.7 Access to Premises Before Notice of Construction. During the period after the Effective Date and before delivery of the Notice of Construction under Section 2.5, as requested

by Lessee after Lessee's having provided reasonable advance notice to Lessor, Lessor shall provide Lessee with reasonable access to the Premises for purposes of evaluating the condition of the Premises and in connection with designing and engineering the Permitted Improvements.

SECTION 3 -- TERM

3.1 Term. The "***Term***" shall begin on the Effective Date and end at noon central time on the twenty-fifth (25th) anniversary of the Effective Date.

3.2 Extended Term. So long as the Lessee is not then in an uncured Event of Default, this Lease will automatically renew for up to three (3) additional five (5) year terms after the initial Term (each a "***Renewal Term***") without action or notice by either Party, unless one Party gives the other written Notice of its intention not to renew this Lease for the upcoming Renewal Term ("***Non-Renewal Notice***"). Non-Renewal Notices shall be delivered no later than one hundred eighty (180) days prior to the expiration of the Term, or the then current Renewal Term, as the case may be, with the final day of the Term or last Renewal Term being the "***Termination Date***".

3.3 Memorandum of Lease. Promptly after the Effective Date and before delivery of the Notice of Construction under Section 2.5, the Parties shall execute a Memorandum of Lease in a form reasonably agreeable to both parties, and Lessee shall promptly thereafter record said Memorandum in the official records of Sheboygan County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, and to deliver the same to Lessor within ten (10) days after the Termination Date.

SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts set forth in Exhibit E as consideration for the Lease, Access Easements, and Lessee's other rights and interests in the Lessor's Property.

SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, each Party shall maintain the policies and coverages set forth on Exhibit C. Upon request, each Party shall furnish to the other Party certificates of insurance showing policies carried. Further, each Party shall be named as an additional insured for the negligent acts and omissions of the other Party arising out of this Lease Agreement, on a primary and non-contributory basis, with respect to the Commercial General Liability coverage. Lessee may satisfy the foregoing insurance requirements, in whole or in part, through the provision of self-insurance by Lessee in the amounts identified in Exhibit C and pursuant to terms and conditions consistent with prudent utility practices and consistent with the manner in which Lessee insures other similar properties and risks. Each certificate of insurance delivered hereunder, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled or surrendered without at least thirty (30) days prior written notice to the other Party and to any mortgagee named in such policy. Failure of either Party to enforce the minimum insurance requirements listed above shall not relieve the other Party of responsibility for maintaining these coverages.

5.2 Waiver of Subrogation. Whether the loss or damage is due to the negligence of Lessor or Lessee, or their respective employees or agents, or any other cause, Lessor and Lessee do each herewith and hereby release and relieve the other, its employees, and agents from responsibility for and waive their entire claim of recovery for (a) any loss or damage to the real or personal property of either located anywhere on the Property, including the Property itself, arising out of or incident to the occurrence of any of the perils which are covered by a fire and extended coverage policy of insurance, and (b) any loss resulting from business interruption at the Premises or Property or loss of rental income from the Premises or Property or any portion thereof, arising out of or incident to the occurrence of any of the perils which are covered by any business interruption insurance policy or by any loss of rental income insurance policy. Each Party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other Party.

SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Premises and Removal of the Permitted Improvements.

(a) On the Termination Date, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor the Premises.

(b) Notwithstanding the foregoing, Lessee shall be required, at Lessee's sole expense, as soon as reasonably practicable and no later than two hundred seventy (270) days after the Termination Date of this Lease, during which time Lessee shall continue to pay the Monthly Rent and Taxes, to decommission the Permitted Improvements subject to the Termination Date, remove the Permitted Improvements and any other alterations, changes, additions and improvements which may have been made upon the Subject Property, except the Access Easement, whether above-ground or below-ground, from the Premises and appurtenant areas, and restore and reclaim the Premises and appurtenant areas subject to the Termination Date to approximately their original condition existing on the Effective Date, normal wear and tear and casualty excepted. This shall include, but not be limited to, the removal from the Property of any and all deleterious material and substances that might cause injury to persons, crops, water supply sources, native vegetation or livestock, including junk material, pieces of iron, pipes, steel, concrete or other debris and foreign materials, leveling of all mounds, filling all pits, ruts and other excavations, restoring the surface of the Property used by Lessee to as near its original condition as is reasonably practicable after the completion of the operation or other activity conducted under this Lease in question, root plowing, discing and seeding of such areas with ten (10) pounds per acre of grass seed of Lessor's selection, and fertilizing the affected areas.

(c) Any property, improvements, or Permitted Improvements subject to the Termination Date left on the Premises after the passage of two hundred seventy (270) days following the Termination Date, or such longer period as granted by Lessor in its sole discretion, may, at the option of Lessor, be deemed abandoned (a "***Constructive Abandonment***") and thereafter shall become the personal property of Lessor; *provided*, the forgoing shall not apply to any property, improvements or Permitted Improvements of Lessee that are not timely removed if the failure to remove is caused by an event of *Force Majeure* or the negligent acts or omissions of Lessor (in which in either case the time period for removal shall be extended on a day-to-day basis).

(d) No later than the fifteenth (15th) anniversary date of the Commercial Operations Date, Lessee shall provide a bond or other security reasonably satisfactory to Lessor, which secures Lessee's obligation to remove the Improvements from the Subject Property at the end of the Term or earlier termination of this Lease. Such bond or other security ("Removal Bond") shall be in an amount equal to one hundred ten percent (110%) of Lessee's reasonable estimate of removal and restoration costs, less the reasonable salvage value of the Project, that will be incurred in complying with the terms of this Lease. The Removal Bond shall be assessed and the value accordingly adjusted if necessary due to an increase in the cost of performance under this Lease, at least once every five (5) years. If Lessee and Lessor are unable to agree to the proper amount of the Removal Bond, Lessee and Lessor shall mutually agree to a disinterested unaffiliated third party to determine said amount. The disinterested third party's determination shall be final for the purposes of assigning a value to the Removal Bond. The Removal Bond shall be released to Lessee upon Lessor's reasonable satisfaction that removal and restoration operations pursuant to this Lease have been complied with. The bond or other security shall extend for a reasonable period of time beyond the Term of this Lease and the form of bond (or other security) shall be reasonably satisfactory to the Parties. The provision of such bond or other security is not intended to limit the obligations of Lessee to comply fully with its obligations set forth in this section and to the extent the costs of compliance exceed the amount of the bond or other security, Lessee shall be responsible for such excess costs.

6.2 Title. Subject to Section 6.1(c), above, ownership and title to the Permitted Improvements, except the Access Easement, shall solely and exclusively be in the Lessee.

SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee's Duty. Subject to Section 12, commencing upon and continuing after the date of the Notice of Construction for the Customer-Hosted Facility, Lessee shall keep the Permitted Improvements in good condition, reasonable wear and tear excepted, and perform its obligations with respect to the Premises, conduct all necessary maintenance and repairs to the Permitted Improvements and shall maintain and keep the Permitted Improvements in accordance with Prudent Solar Energy Industry Practice and Applicable Legal Requirements.

7.2 Lessor's Duty. During the Lease Term, Lessor shall maintain the Property more particularly described on Exhibit A and the Premises, but excluding the Customer-Hosted Facility described on Exhibit B, in good and usable condition. Excluding the Customer-Hosted Facility, Lessor shall be responsible for all maintenance and repairs to the Property related to flood, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; and war, sabotage, vandalism, civil strife or other violence, related to the Property at Lessor's sole cost and expense. Lessee shall be responsible for day-to-day maintenance, including but not limited to grass cutting, weed control, and snow removal.

7.3 Damage. Lessor shall immediately notify Lessee in the event Lessor or Lessor's

agents damage any portion of the Customer-Hosted Facility. Lessor shall be responsible for actual reasonable costs of repair, to be performed by Lessee or an approved Affiliate or subcontractor.

7.4 Public Safety. Lessor shall, as promptly as it becomes aware thereof, notify Lessee of the occurrence of any event or the existence of any condition or circumstance that poses an imminent threat or hazard to public health or safety (an ***"Emergency"***) at the Premises. Lessee shall respond to any such Emergency as promptly as reasonably possible and take all measures necessary to address the condition that gave rise to the Emergency. Lessor shall not be required to incur any cost or expense attributable to the Customer-Hosted Facility in the event of such Emergency, except to the extent such emergency is caused by Lessor's negligence or willful misconduct.

7.5 Construction, Maintenance, and Monitoring of the Customer-Hosted Facility.

(a) Lessee, at its sole cost and expense, and in accordance with Prudent Solar Industry Practice and Applicable Legal Requirements, shall at all times:

(i) have responsibility for the costs and performance of construction of the Customer-Hosted Facility and procuring and maintaining or causing the procurement or maintenance of insurance on the Customer-Hosted Facility;

(ii) have responsibility for the costs and performance of all repairs, replacements, maintenance, Remediation, compliance with permits, and compliance with Applicable Legal Requirements;

(iii) bear the risk of loss in case of a theft, damage, casualty, condemnation or confiscation of Customer-Hosted Facility except in the case of Lessor's negligence or willful misconduct; and

(iv) be responsible, in accordance with Section 6, for removing the Permitted Improvements from the Premises upon the termination of this Lease.

(b) The Lessor shall have no obligation to perform any of the Lessee obligations set forth in Section 7.5(a) above, and Lessee or Lessee's agent(s), as applicable, shall be solely responsible for the performance of all such obligations.

7.6 Vegetation; Structures. Lessor agrees that it shall not permit on the Premises or on any adjacent or nearby property owned by Lessor or its Affiliates any new structure, vegetation, activity, or land use to penetrate the airspace in any manner that would cast a shadow on the Customer-Hosted Facility. While Lessee retains certain rights to expand the Customer-Hosted Facility upon the Premises, Lessor's obligations under this provision only extend the portion of the Premises actually in use at the time of approval/permitting of any new structures, vegetation, activity, or land use.

7.7 Security; Safety. Lessee shall be responsible for the security of the Property, including the Premises, and shall install or implement any other necessary security measures

consistent with prudent industry practices.

SECTION 8 --
CONSTRUCTION AND OPERATION OF PERMITTED IMPROVEMENTS

8.1 General Description. Except as otherwise specified herein, the Permitted Improvements shall consist of the improvements described on Exhibit B, which is each attached hereto and which, as of the Effective Date, includes a preliminary description of the specifications of the major components of the Permitted Improvements to be constructed by the Lessee.

8.2 Governmental Approval.

(a) Except as otherwise specified herein, Lessee will obtain at its sole cost all Permits required for Lessee's use of the Premises, the Permitted Use, and the Permitted Improvements from any and all Governmental Authorities having jurisdiction in the matter.

(b) At Lessee's request and sole expense, Lessor shall reasonably cooperate with Lessee so that Lessee can meet its obligations under this Lease. At Lessee's request and sole expense, Lessor agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the Permitted Improvements.

8.3 Development Commences Promptly. Lessee shall promptly and diligently prosecute to completion (subject only to an event of *Force Majeure*) all actions to: (a) commence the necessary activities for the permitting, designing and engineering of the Permitted Improvements following the Effective Date; and (b) commence the necessary activities for the construction of the Permitted Improvements following the date of its Notice of Construction.

8.4 Completion Requirements. Lessee will arrange for the construction of the Permitted Improvements in a good, careful, proper and workmanlike manner in accordance with Prudent Solar Industry Practice and all Applicable Legal Requirements.

8.5 Access to and Use of the Premises. Upon the Effective Date and throughout the Term, and during construction and operation of the Permitted Improvements, including, but not limited to, all related pre-construction activities, Lessee and its contractors or agents shall have unrestricted access, including ingress and egress rights, to the Premises at all times, provided, Lessee acknowledges that prior to delivery of the Notice of Construction Lessee's access to the Premises shall be non-exclusive. Lessor agrees to maintain all roads, parking lots, driveways, easements, and walkways that are now and may be located in and around the Premises necessary for proper ingress and egress to and from, and use of, the Premises. Prior to relocating access, Lessor shall consult with Lessee and seek Lessee's approval, which such approval shall not be unreasonably withheld.

8.6 Alterations. Lessee shall have the right from time to time both before and after the completion of the Permitted Improvements and at Lessee's sole cost and expense to make, or cause to be made, additions, alterations and changes, other than structural changes or repair or replacement of parts at the Permitted Improvements, to the Premises as is reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease ("***Alteration***").

8.7 Signs. Lessee shall be permitted to place signs on the Property, provided, any such signs shall be subject to the approval of Lessor (such approval not to be unreasonably withheld, conditioned or delayed) and shall be consistent with size, height, area, lighting, setback or other restrictions under Applicable Legal Requirements.

SECTION 9 -- SUBORDINATION; NONDISTURBANCE

9.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 9.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Premises, and neither Lessee nor Lessor will suffer any other matter or thing arising out of Lessee's use and occupancy of the Premises whereby the estate, rights and interests of either Lessee or Lessor in the Premises or any part thereof might be impaired.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that Lessee may grant a security interest in its rights under its Lease and in and to the Customer-Hosted Facility. The Property is not presently encumbered by any deed of trust, mortgage or other lien, .

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Premises after the Effective Date or otherwise further mortgage the Property without first allowing Lessee fifteen (15) days to obtain a SNDA from Lessor's lender.

9.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Premises by reason of Lessee's or, as applicable, Lessor's failure to make a payment to any contractor or subcontractor of Lessee or Lessor, respectively, Lessee or Lessor, as applicable, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee or Lessor, respectively, shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessee or Lessor, respectively, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessee or Lessor, as applicable, and costs and expenses reasonably incurred by Lessee or Lessor, respectively, in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessee's or Lessor's making of the payment of the cost and expenses, respectively, shall be paid by Lessee or Lessor to the other Party within thirty (30) calendar days of Lessee or Lessor's invoice therefor, as applicable.

SECTION 10 -- QUIET ENJOYMENT

10.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term and any extensions thereof:

(a) Any uses of the Property by Lessor or any third party shall not unreasonably interfere with the Permitted Use and the operational requirements of the Permitted Improvements and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

SECTION 11 -- INDEMNIFICATION

11.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any Related Person thereof which (i) in Lessee's case, shall include damage to the Permitted Improvements and (ii) in Lessor's case, shall include damage to the Premises or Property;

(b) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Premises, which are or were brought or permitted to be brought onto the Premises by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof; or

11.2 In no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof.

11.3 No Consequential Damages. In no event shall a Party be liable to the other Party for any indirect, consequential, incidental, special or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement; provided, however, that this limitation of liability will not limit a Party's liability for: (i) damages that are caused by the Gross Negligence, fraud, or willful misconduct of the Party claiming the benefit of this waiver; or (ii) damages payable by a Party to a third party as a result of a third party claim for which such Party is entitled to indemnification hereunder. For purposes of this agreement, "***Gross Negligence***" means (i) a marked and flagrant departure from the standard of conduct of a reasonable person acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences.

11.4 Related Persons. As used herein the term "Related Person" shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

11.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 20.19.

SECTION 12 -- DAMAGE OR DESTRUCTION

12.1 Lessee Repair and Restoration. If, at any time during the Term, a Permitted Improvement or portion thereof shall be substantially damaged or destroyed and rendered inoperable by fire or other casualty, Lessee may at its sole cost and expense either (a) repair or replace the Permitted Improvements, or (b) elect to terminate this Lease in which case Lessee shall decommission and remove the Permitted Improvements in accordance with Section 6 of this Lease; and perform environmental Remediation, if required; and promptly restore the Premises to substantially the same condition as existed prior to the Effective Date. Such removal, repair, Remediation, or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Section as the "***Work***."

12.2 Conditions of the Work. Except as otherwise provided in this Section 12, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by all of the provisions of this Lease.

12.3 Failure to Commence Repairs. If the Work shall not have been commenced within one hundred eighty (180) days of the date of the casualty or other occurrence, or such longer period as may be reasonably required to adjust the insurance, achieve final plans and obtain all necessary Permits, or if such Work after commencement shall not proceed with due diligence (any *Force Majeure* event excepted), Lessor may terminate this Lease pursuant to Section 14. On such termination, Lessee shall decommission and remove the Permitted Improvements, except the Access Easement, and any other structures on the Premises and restore the Premises in accordance with Section 6. Upon the completion of such activities, Lessee shall have no further obligation to pay Lessor the Monthly Rent or any other amount under this Lease (other than payments due as of the Termination Date and payments required by any provisions of this Lease that expressly survive termination).

12.4 Lessee's Right to Terminate in Event of Shutdown. In the event a Governmental Authority decrees, orders or demands that operation of the Permitted Improvements cease or that the Permitted Improvements be removed from the Premises, Lessee shall have the right to terminate this Lease without penalty to either Party. *[For purposes of this Section 12.4, Governmental Authority shall not include Lessor.]*

SECTION 13 –ASSIGNMENT

13.1 Assignment by Lessor. Lessor shall be permitted to assign or transfer this Lease or any part thereof only upon the prior written consent of Lessee, such consent not to be unreasonably withheld, conditioned, or delayed.

13.2 Release of Lessor. Provided Lessee has consented to any assignment by Lessor in accordance with Section 13.1, above, Lessor shall be relieved from its obligations under this Lease:

(a) by any whole disposition of Lessor's interest in the Lease in compliance with Section 13.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of this Lease; and

(b) in the event of any foreclosure on the Premises by any person with a mortgage interest in the Premises (a "***Mortgagee***"), in which case the Mortgagee shall substitute for the Lessor for purposes of this Lease and which Mortgagee shall be bound by the terms of this Lease; provided, however, that the Mortgagee subsequently shall be entitled to assign its right under this Lease in accordance with the provisions of Section 13.1.

Absent express written consent of Lessee, the execution of a Mortgage or any assignment from one Mortgagee to another Mortgagee shall not relieve Lessor from its obligations under this Lease. Any attempt by Lessor to assign or transfer this Lease or any rights, duties or interest hereunder in violation of this Section will be null and void.

13.3 Assignments by Lessee. Lessee shall be permitted to assign this Lease without the consent of Lessor in accordance with Section 13.4, below or with respect to an affiliate of Lessee. Lessee shall not otherwise have the right to assign any of its rights, duties, or obligations under this Lease without the written consent of Lessor, which such consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any assignment under this Section 13.3, Lessee shall be released from any further liability under this Lease from and after the effective date of such assignment if, as of the date of assignment, the assignee accepts responsibility for all payment and performance obligations under the Lease. To the extent provided for in each conveyance document, an assignee under this Section 13.3 shall have all of the rights and benefits of Lessee under and pursuant to this Agreement.

13.4 Lessee's Right to Finance. Lessee will from time to time and at any time have the right, respectively, without the consent of Lessor, to collaterally assign or otherwise encumber Lessee's interests in this Lease or the Premises or any portion thereof held by Lessee by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtedness or obligations incurred by Lessee ("***Leasehold Mortgage***"). A Leasehold Mortgage may encumber Lessee's right to use and occupy the Premises, the leasehold estate created hereby, all right, title and interest in and to any existing building, fixture, or personal property, as well as in and to any and all other buildings at any time located on or partially on the Premises, and any other property so affixed to the land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such Leasehold Mortgage will be for such amount and on such other terms and conditions as Lessee may agree to. The aforesaid right shall be a continuing right. Any Leasehold Mortgage or loans, or extensions, renewals, refinancings, or replacements thereof obtained by or on behalf of Lessee shall impose no personal liability on Lessor and the sole recourse of the Mortgagee to be against Lessee and their respective interests in this Lease and the Permitted Improvements.

SECTION 14 -- TERMINATION, DEFAULT, AND REMEDIES

14.1 Termination for Convenience.

(a) Lessee's Right to Terminate for Convenience. Lessee shall have the right to terminate this Lease as to all or any part of the Premises (the "***Termination Option***") without cause at any time, provided:

(i) Lessee is not in default pursuant to this Lease on the date that Lessee exercises its option to terminate this Lease and on the Termination Date;

(ii) Lessee shall give written notice to Lessor of its termination of the Lease effective not less than one hundred eighty (180) days after the date of the written notice ("***Termination Date***").

(b) Lessor's Right to Terminate for Convenience. Lessor shall have the right to terminate the Lease:

(i) if Lessee has not commenced construction of the Permitted Improvements on the Premises by the date that is seven hundred thirty (730) days from the Effective Date; or

(ii) if the Commercial Operations Date has not occurred within one thousand ninety-five (1,095) days of the Effective Date, provided, termination under this Section 14.1(b) shall be effective upon thirty (30) days' written notice from the non-defaulting Party to the defaulting Party.

14.2 Termination for Concealed Conditions. Prior to the Full Operations Date, Lessee may immediately suspend its performance of its obligations under this Agreement if it encounters Concealed Conditions at the Premises.

(a) If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in the length of time required for Lessee to perform its obligations under this Agreement, Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease, provided Lessee has provided written notice to the Lessor of the need for and maximum timeframe for such a day-to-day extension.

(b) If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in Lessee's cost of performance of any of its obligations under this Lease, Lessee shall be entitled to terminate this Lease upon ten (10) days prior notice to Lessor; provided, however, that if the required remedy for such Concealed Conditions consists of the implementation of structural changes or improvements to the Premises that are required to support the Permitted Improvements, then, in lieu of such termination, Lessee may give written notice to Lessor of such needed changes. Lessor shall respond in writing to such notice within thirty (30) days thereafter stating whether Lessor agrees to implement such changes. If Lessor states in its responsive notice that it agrees to make the structural changes identified by Lessee, Lessor shall implement such structural changes or improvements in accordance with Applicable Legal Requirements, during which time Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease. If Lessor states in its responsive notice that it does not agree to implement the structural changes proposed by Lessee, then Lessee shall be entitled to terminate this Lease upon ten (10) days written notice to Lessor.

14.3 Effect of Termination. Upon any termination of this Lease, Lessee shall, in accordance with the provisions of Section 6, remove the Permitted Improvements from the Premises, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Improvements and shall restore the Premises and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Upon termination of this Lease for convenience under Section 14.1 or for Concealed Conditions under Section 14.2, and except for any Concealed Conditions associated with a release or threatened release of Hazardous Materials or a violation of any Environmental Laws, neither Party shall any liability to the other Party and, except for those obligations that expressly survive termination, the obligations of the respective Party shall terminate as of the effective date of termination.

14.4 Termination for Default. The following events shall be deemed to be events of default (each an "***Event of Default***" and collectively, the "***Events of Default***"):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party's right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs Lessee's ability to operate the Permitted Improvements;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party's failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party's Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(e) A filing by the Lessee for bankruptcy or insolvency of the Lessee pursuant to Chapter 128, Wisconsin Statutes.

14.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party's Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice. In the case of an Event of Default by Lessee, Lessee shall remove, or cause the removal of, the Permitted Improvements, surrender possession and vacate Premises in accordance with Section 6, and deliver possession thereof to Lessor;

(b) Cure the Event of Default for the account and at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

14.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to surrender the Premises in accordance with Section 6, Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Premises, including any reasonable attorneys' fees.

(b) Damages Incurred in Obtaining a New Location for the Customer-Hosted Facility. In an Event of Default by Lessor which results in the Customer-Hosted Facility or the Premises becoming unusable, in whole or in substantial part, for the purposes intended by this Lease as stated in this Lease, Lessee shall be entitled to recover from Lessor, within forty-five (45) days written demand from Lessee, all Lessee's reasonable expenses in connection with obtaining a new location for the Customer-Hosted Facility, brokerage commissions, and attorneys' fees, and cancellation charges, fees, or penalties imposed upon Lessee by third-parties.

(c) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date under Section 6.1(c), Lessor may remove all Permitted Improvements from the Premises and shall be permitted to keep such Permitted Improvements as personal property. Lessee shall reimburse Lessor for reasonable and documented costs of such removal of the Permitting Improvements, net of salvage value, and restoration of the Premises to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

14.7 Lessee Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 18.19 and except with respect to any amounts owed and due by Lessee prior to or following the Termination Date, the Termination of this Lease shall relieve Lessee of its liability and obligations under this Lease.

14.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

SECTION 15 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

15.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) To Lessee's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

15.2 Lessee Covenants. Lessee hereby represents, warrants, and covenants the following to Lessor:

(a) Minimal Impacts. Lessee agrees to design and construct the Permitted Improvements and to locate and operate the Permitted Improvements in such a way as to reasonably minimize impacts to the Premises and to Lessor's activities, if any, on the Premises, to the extent practical, without negatively impacting the Permitted Improvements or the operation and output of the Customer-Hosted Facility. Lessee shall operate and maintain the Permitted Improvements in good order and repair throughout the term of this Agreement.

(b) Costs. Lessee covenants to Lessor that Lessee shall be responsible for all costs necessary to construct, operate, maintain, repair, remove, replace, and expand the Permitted Improvements.

(c) Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Customer-Hosted Facility. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Premises or Permitted Improvements of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Lessee.

(d) Construction Liens. Lessee shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises in connection with Lessee's use of the Premises pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Premises pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Premises against such lien claim.

(e) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Premises. Lessee shall indemnify Lessor against any such violation that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Premises caused by any Hazardous Materials brought onto the Premises by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any pre-existing Hazardous Materials not introduced to the Premises by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Premises.

(f) GPS Coordinates. Lessee shall provide Lessor with as-built drawings of the Customer-Hosted Facility and any underground improvements constructed on the Premises within thirty (30) days of the date of mechanical completion, as defined in the relevant engineering, procurement, and construction agreement for the Customer-Hosted Facility. This provision shall survive expiration or earlier termination of this Lease.

SECTION 16 --
LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor is the sole owner of the Premises and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor.

(d) There are no oil, gas, or mineral rights affecting the Property and Lessor has delivered to Lessee true and complete copies of any and all oil, gas, or mineral leases, licenses, easements, or agreements affecting the Property or any part thereof, and Lessor unequivocally waives any surface rights it may have whatsoever to any minerals in, under, or on the Property.

(e) To Lessor's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(f) Lessor's Property is in accordance with applicable state or local jurisdictional building code, whichever is more stringent.

16.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

(a) No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with: the construction, installation, maintenance, or operation of the Permitted Improvements, except the Access Easement; access over the Premises to such Permitted Improvements or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Lessor's activities or any rights granted by Lessor to a third party shall not materially disturb or interfere with the efficiency or output of the Customer-Hosted Facility on the Premises or disturb the Property or the Premises such that it could be expected to damage or interfere with the structural integrity or expected maintenance or operation of the Customer-Hosted Facility. Lessor may not use, or otherwise grant the right to use, the Property for the development of any renewable energy facilities other than the Customer-Hosted Facility. Throughout the Term and any extensions thereof, as provided in Section 10.1, Lessor shall protect Lessee's rights of quiet enjoyment.

(b) Liens and Tenants. Lessor represents that there are no recorded or unrecorded liens, encumbrances, leases (including leases for tenant farmers), mortgages, deeds of trust (except as disclosed to Lessee in writing), or other exceptions (collectively, "Liens") to Lessor's fee title ownership of the Premises or to Lessor's right, title or interest in the Premises. Except as disclosed by Lessor in writing to Lessee, Lessor represents that there are no mortgages, deeds of trust, or similar liens or security interests encumbering all or any portion of the Premises. In accordance with Section 2.1(a), Lessor shall reasonably cooperate and assist Lessee in curing any title objection and obtaining any nondisturbance agreement from each party that holds rights (recorded or unrecorded) that might interfere with Lessee's rights under this Agreement.

(c) Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any Required Approvals for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Customer- Hosted Facility, including execution, if necessary, of applications for such Required Approvals, and including participating in any appeals or regulatory proceedings respecting the Permitted Improvements.

(d) Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Premises. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor and that existed on or before the Effective Date. Lessor shall promptly notify Lessee of any such violation. If Remediation is required due to Hazardous Materials in, on, or under the Premises, not including the Access Easement, which was not proximately caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 14 as if an Event of Default occurred under Section 14.4(d).

(e) Title Insurance. Lessor agrees that within ten (10) calendar days of receipt, Lessor shall use commercially reasonable efforts to execute and deliver to Lessee any documents reasonably required by the title insurance company selected by Lessee necessary to allow Lessee to obtain policies of title insurance insuring their respective interests in the Property.

(f) **Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.**

SECTION 17 -- NO WAIVERS

17.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

17.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

SECTION 18 -- MISCELLANEOUS

18.1 Confidentiality. Except as provided in this Section 18.1, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Lease, without the other Party's prior express written consent, as applicable.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Lease.

(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing party shall notify the other parties of the required disclosure, such one or both of the other parties may attempt (if such party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

18.2 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and, assignment or other transfer under Section 14 hereof, Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Lease and/or are exercising rights under this Lease to the extent consistent with such interest.

18.3 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessee: Wisconsin Power and Light Company
4902 N Biltmore Lane
Madison, Wisconsin 53718
Attention: Cat Tackett
Telephone: 608-458-3845
Email: CatTackett@alliantenergy.com

To Lessor: City of Sheboygan
828 Center Avenue, Suite 208
Sheboygan, Wisconsin 53081
Attention: Chad Pelishek
Telephone: (920) 459-3377
Email: Chad Pelishek@sheboyganwi.gov

18.4 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

18.5 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 18.5 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination ("***Dispute***") shall first be submitted for resolution in accordance with the provisions of this Section 18.5. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officer designated by the Lessee as its designated representatives for resolution and the City Administrator on behalf of the Lessor. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

18.6 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Customer-Hosted Facility on the Property, the Parties shall either amend this Lease to relocate the Customer-Hosted Facility, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Premises, shall be Lessor's property, whether such damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Premises or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Lessee's Customer-Hosted Facility or alterations, or for moving expenses, reestablishment expenses, or similar items.

18.7 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

18.8 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

18.9 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the subject matter hereof to which Lessee and Lessor are Parties, supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

18.10 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

18.11 Singular and Plural, Gender. If two or more persons, firms, corporations or other

entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

18.12 Press Releases. Lessee reserves the right to issue a written press release with respect to this Lease and the Customer-Hosted Facility without the prior written agreement of Lessor, provided, Lessee shall make a good faith effort to notify Lessor in advance of such issuance.

18.13 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

18.15 Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

18.16 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

18.17 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

18.18 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Premises and Removal of the Permitted Improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), 14.6 (Additional Damages), and 14.7 (Lessee Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 14.5 (Remedies in the Event of Default), and Section 18 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

18.19 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

18.20 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

18.21 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

18.22 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses of counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

18.23 Unpaid Amounts, Interest Rate. Any amount owed by Lessee hereunder, unless otherwise provided herein, shall be paid within ten (10) days from the date Lessor renders statements of account therefor to Lessee and shall bear interest from the date due until the date paid at a rate equal to the Interest Rate.

18.24 Merger of Title. No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Premises, or any part thereof, will occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Premises or any part thereof or any interest therein, and no such merger will occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above join in a written instrument effecting such merger and record same.

18.25 Spreading of Mortgage. Notwithstanding the fact that no merger of estates will occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence at the time such simultaneous ownership occurs will nevertheless attach to the fee simple interest held by the Lessee in the Property, as well as continuing to encumber the leasehold estate.

18.26 Lessor's Access to Premises. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Premises or to maintain said Premises.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

City of Sheboygan

By: _____
Name: Michael J. Vandersteen
Title: Mayor

Attest: _____
Name: Meredith De Bruin
Title: City Clerk

Wisconsin Power and Light Company

By: James P. Brummond
Name: JP Brummond
Title: VP Business Planning

City Signatures authorized pursuant to Res. 140-20-21.

EXHIBIT A
Legal Description of the Premises

The property available is Lot 6, about 13 acres including the stormwater detention pond, located in the Sheboygan Business Park near 4243 Gateway Drive in Sheboygan, WI.

Of the acres available, the new solar facility will need ~5 acres in order to avoiding any potential wetland areas. There does seem to be minimal floodplain hazard, however, the parcel may require a floodplain permit.

SHEBOYGAN BUSINESS CENTER PRT OF LOT 6 DESC AS FOLLOWS: COM AT NE COR OF LOT 2 CSM REC IN VOL 9 P 17 R.O.D. THE PT OF BEGINNING, TH W 275.15', TH SWLY 284.86', TH N 71.88', TH SWLY 326.25', TH NWLY 627.42' TH NELY 260.85', THELY 942.72', TH S 465.40' TO P



EXHIBIT B
Customer-Hosted Facility

After discussions conclude and a lease agreement is finalized, a detailed design will be developed to include the development of construction drawings and implementation schedule.

EXHIBIT C
Insurance Requirements

Certificates of insurance must be on file with Lessee and Lessor, respectively, prior to commencement of construction of the Permitted Improvements, and such coverage must remain in effect for the duration of this Lease. Each Party shall provide the other Party with thirty (30) days' written notice prior to cancellation or non-renewal of any of the insurance policies required herein. Failure of either Party to enforce the minimum insurance requirements listed below will not relieve the other Party of responsibility for maintaining these coverages.

Policies	Minimum Limits
Workers' Compensation:	Statutory
Employer's Liability: Each Accident: Employer's Liability Disease Each Employee: Employer's Liability Disease Policy Limit:	$1,000,000 $1,000,000 $1,000,000
Commercial General Liability: coverage for products/completed operations, blanket contractual liability and personal injury.	$1,000,000 Each Occurrence $2,000,000 General Aggregate
Automobile Liability: Combined Single Limit, for all owned, non-owned and hired automobiles.	$1,000,000
Excess or Umbrella Liability: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form."	$4,000,000 Each Occurrence $4,000,000 Aggregate
Errors and Omissions Insurance: Coverage under a "Claims Made" policy must remain in effect for a period of three (3) years after the completion of the Work.	$3,000,000 Each Claim $3,000,000 Aggregate

Additional Endorsements Required and to be Stated on Certificates of Insurance:

Lessor and its respective employees, officers and directors must be included as additional insured for the Permitted Improvements on a primary and non-contributory basis, with respect to General Liability and Excess/Umbrella (if any) coverages.

All policies applicable to the Work (except Errors and Omissions) must contain a waiver of subrogation in favor of the other Party.

EXHIBIT D
Access Easement

After discussions conclude and a lease agreement is finalized, a detailed design will be developed. We will require an access road easement off of the Gateway Drive cul-de-sac to access the facility control house (if required), transformer, inverters, etc.

The area shown below is only ~4.5 Acres and represents some reasonable set-backs from the property boundary as well as identified hydric soil areas and the stormwater detention pond.

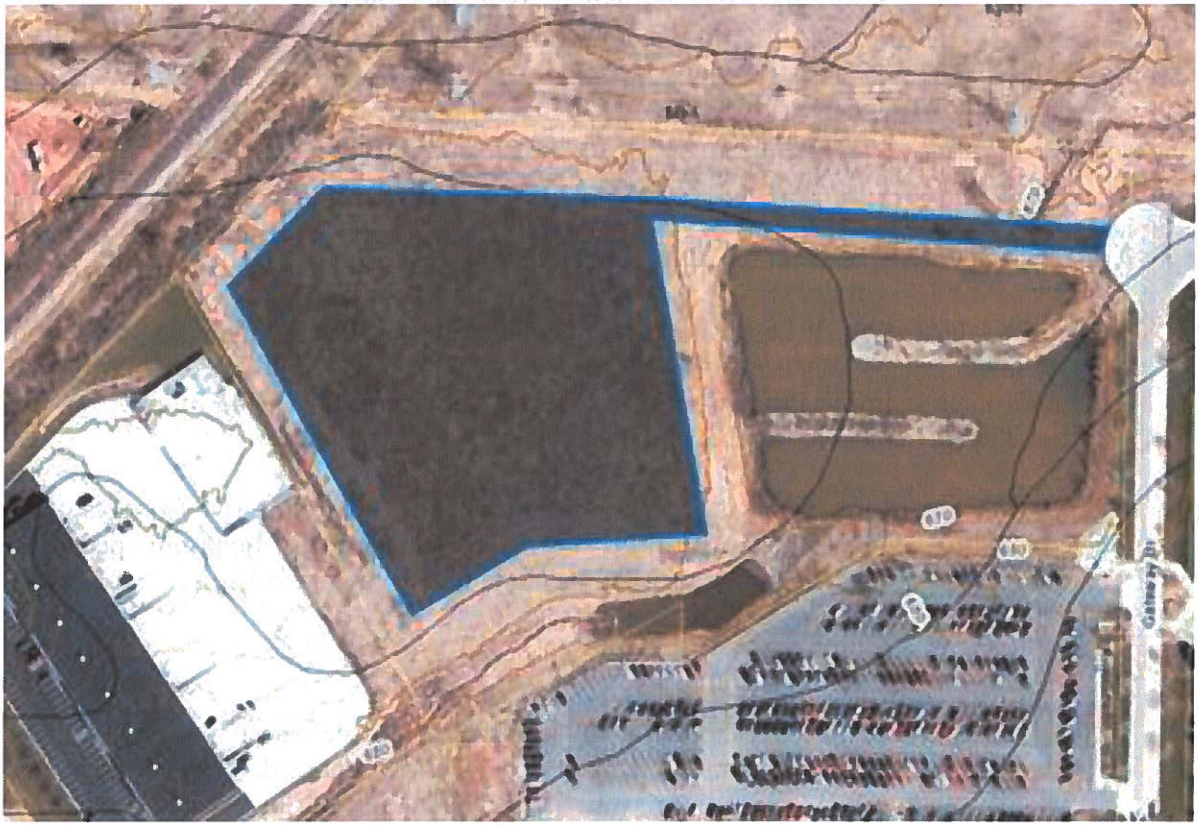


EXHIBIT E
Lease and Access Easement Compensation

(1) Payment for Lease and Access Easements. During the Term, within thirty (30) days of the Effective Date and each month thereafter, Lessee shall pay to Lessor, in advance, without notice or demand, the Monthly Rent. If the first or last Lease Term is less than an entire calendar month, the Monthly Rent shall be prorated for the applicable portion of such Monthly Rent. All rights to RECs generated by the Customer-Hosted Facility will be retained by Lessee. The Monthly Rent shall be calculated as follows:

Customer-Hosted Facility Rent Calculation

1.	Nameplate Capacity of Facility (MWac)	1 MW
2.	Accredited Capacity of Facility (MWac)	0.5 MW
3.	Customer's Firm Demand	1.4 MW
4.	MISO CONE (2020 - Zone 2)	$ 90,940.00
5.	Gross Annual Lease Amount	$ 45,470.00
6.	Gross Monthly Lease Amount (divide Line 5 by 12)	$ 3,789.16

(2) Payment Adjustments. If Lessor owns less than the full surface estate in all or any part of the Property, all payments required hereunder shall be reduced to the proportion that Lessor's interest in the Property bears to the full surface estate in the Property, or any portion thereof subject to this Lease, as the case may be.

(3) Late Payments. If any payment of Monthly Rent is not made within five (5) days of the date of written notice to Lessee from Lessor of such late payment, a one-time penalty of ten percent (10%) of the amount due shall be immediately payable by Lessee to Lessor.

(4) Taxes.

(a) Lessee Taxes. During the Term, Lessee shall, at Lessee's cost and expense, bear, pay, and discharge or cause to be borne, paid, and discharged, on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all taxes, assessments, sewer rents, water rents and charges, duties, recaptured taxes due to a change in use, license and permit fees, charges for public utilities of any kind, and payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are herein sometimes collectively referred to as "***Taxes***") which shall pursuant to present or future law or otherwise, prior to or during the term hereby granted have been or shall be levied, charged, assessed, or imposed upon, or grow or become due and payable out of or for, or become or have become, a lien on the Premises and that are directly attributable to the Permitted Improvements. Lessee shall pay all interest and penalties imposed for late payment of any Taxes which Lessee is obligated to pay or to cause to be paid hereunder.

(b) Lessor Taxes. Lessor shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease; (ii) exclusive of any Taxes attributable to the Permitted Improvements, Lessor's municipal, state, or federal income, income profit or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change in ownership of the Premises; and (iii) any other Taxes which are not obligated to be paid by Lessee in Exhibit E Section (4)(a), above.

(c) The provisions of this Exhibit E Section (4) shall survive the expiration or earlier termination of this Lease such that all taxes that arise during the term of the Lease shall remain the responsibility of the Lessee.

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE.
February 1, 2021.

Your Committee to whom was referred Res. No. 150-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into an Agreement with Sheboygan County Interfaith Organization for use of Fountain Park for the operation of a Summer Farmer's Market in 2021, 2022, 2023, 2024, and 2025; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.7

Res. No. 150 - 20 - 21. By Alderpersons Dekker and Sorenson.
January 18, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Sheboygan County Interfaith Organization for use of Fountain Park for the operation of a Summer Farmer's Market in 2021, 2022, 2023, 2024, and 2025.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Agreement with Sheboygan County Interfaith Organization for the use of Fountain Park for a Summer Farmer's Market.

Dean Dekker

DW

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
SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

REGARDING THE USAGE OF FOUNTAIN PARK FOR A SUMMER FARMER'S MARKET

This Agreement ("Agreement") is made and entered into effective this _____ day of _____, 2020 (the "Effective Date"), by and between the City of Sheboygan, Wisconsin (the "City"), a municipal corporation and Sheboygan County Interfaith Organization ("SCIO").

WITNESSETH:

WHEREAS, the City owns certain property bounded on the east by North 8th Street, on the south by Ontario Ave., on the west by North 9th Street, and on the north by Erie Ave. ("Fountain Park"); and

WHEREAS, the City has the authority to rent or lease City-owned property; and

WHEREAS, SCIO has operated a Farmer's Market in the City since 1989; and

WHEREAS, a Farmer's Market is of benefit to the city and its residents and visitors; and

WHEREAS, SCIO desires to operate a Farmer's Market at Fountain Park; and

WHEREAS, it is desirable that the Parties set forth the terms and conditions under which the Farmer's Market will operate at Fountain Park.

NOW THEREFORE, the Parties hereby agree as follows:

1. Term of Agreement

This Agreement shall begin on the Effective Date. It shall cover the Farmer's Market Seasons for 2021, 2022, 2023, 2024, and 2025. It shall continue until December 31, 2025, unless terminated prior to that date pursuant to Section 9(e) or any other provision authorizing termination of the Agreement prior to that date.

2. Usage of Fountain Park

SCIO will operate a Farmer's Market at Fountain Park (other than the amphitheater/band shell area) according to the provisions, terms, and conditions of this Agreement, and in accordance with all applicable laws. A map showing the portion of Fountain Park to be used by SCIO is attached to this Agreement as Exhibit A.

SCIO has inspected the portion of Fountain Park it will be using, and accepts it in its present condition.

SCIO's right to use Fountain Park is a non-exclusive right. Thus, for the avoidance of doubt, nothing in this Agreement prohibits the City from allowing a vendor or group to use a portion of Fountain Park, even during a Day of Use. This includes, but is not limited to, the amphitheater/band shell area in Fountain Park. The City shall make reasonable efforts to inform SCIO when it has allowed a vendor or group to use a portion of Fountain Park. However, failure to inform SCIO that a vendor or group has been allowed to use a portion of Fountain Park shall not result in the City incurring any liability to SCIO or any other organization.

3. Definitions.

   a. Farmer's Market Season: The Farmer's Market shall begin on the earlier of the first Wednesday or first Saturday in June and continue through the later of the last Wednesday or last Saturday in October of each year of this Agreement.[1]

   b. Hours of Operation: For each Wednesday and Saturday during the Farmer's Market Season (a "Day of Use"), the exact hours of operations shall be set at the discretion of SCIO, but will not begin before 7:00am and will not end after 2:00pm.

4. SCIO's Responsibilities Related to the Usage of Fountain Park

   a. SCIO shall use the premises for the operation of a farmer's market, including, for the avoidance of doubt, for the sale of produce, processed and prepared food, crafts, and the promotion of health, on each Day of

[1] The Parties note that this Agreement has been executed during a pandemic, in which public health officials have recommended that certain public gatherings be limited. Section 4(f) requires the Farmer's Market comply with all applicable public health guidance in effect on each Day of Use. Section 2 requires the Farmer's Market comply with all applicable laws. This could mean that the Farmer's Market is not permitted to operate until sometime after the beginning of the Farmer's Market Season, as that term is defined in Section 3(a).

Use during the Farmer's Market Season. This shall be the sole purpose of SCIO's usage of Fountain Park under this Agreement.

b. SCIO shall be responsible for opening the restrooms at Fountain Park at the start of the Farmer's Market and for closing the restrooms at Fountain Park at the end of the Farmer's Market.

c. SCIO shall not allow any unlawful use of Fountain Park including, but not limited to, driving on grass.

d. SCIO shall ensure that all necessary licenses, permits, and authorizations required by law for its activities and for the activities of any vendor participating in the Farmer's Market—including from the Sheboygan County Department of Health and Human Services—are obtained.

e. SCIO shall ensure that all vendors at the Farmer's Market observe and abide by any and all federal, state, county, and city laws, rules, and regulations (including regarding health, sanitation, and fire) applicable to the activities at the farmers' market. For the avoidance of doubt, breach of this provision shall authorize the City to close the Farmer's Market without notice, in addition to any other remedy permitted in this Agreement and under any law or in equity.

f. SCIO shall comply, and shall ensure its volunteers and visitors using Fountain Park for Farmer's Market purposes comply, with all applicable public health guidance in effect on each Day of Use. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin (including the Department of Agriculture, Trade and Consumer Protection), and the federal government (including, but not limited to, the Centers for Disease Control).

g. SCIO shall ensure that all vendors are assigned to locations such that the vendor's equipment does not damage Fountain Park or any other City property. The City reserves the right to have a vendor change location if the Director of Public Works determines that the vendor's equipment has damaged or is reasonably likely to damage Fountain Park or any other City property.

h. SCIO shall operate the Farmer's Market in a businesslike manner, and will not permit any acts or conduct on the part of its employees, agents, or volunteers which would be detrimental to the City's interests.

i. SCIO shall employ, whether for wages or on a volunteer basis, competent, courteous, and efficient help in such numbers as to properly conduct the farmers' market operation.

j. SCIO shall, at all times during each Day of Use, keep and maintain Fountain Park in a neat, clean, sanitary, and safe condition.

k. SCIO shall remove, or cause to be removed, in a timely and careful manner, all garbage, rubbish and debris generated at Fountain Park during the Day of Use, including all outside eating areas utilized by the public on the Day of Use. This will occur at the end of each Day of Use, and may include the need for garbage removal during hours of operation of the market. SCIO may use the dumpsters in Fountain Park that are provided by the City.

l. SCIO shall submit to the City copies of all policies, rules, and regulations that it enacts relative to the operation of the Farmer's Market. SCIO shall follow and abide by such rules and regulations.

m. SCIO agrees and promises to manage and operate the Farmer's Market in a fair manner and agrees that it will not, on the grounds of race, color, national origin, religion, age, sex, or any other protected class, discriminate against any person or group of persons. SCIO shall maintain, during the term of this Agreement a written policy and process governing selection of vendors. The policy and process shall give equal opportunity to all qualified vendors and contain content-neutral criteria for selection consistent with this Agreement.

n. During the Term of Agreement, SCIO shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated liaison. Such proof of insurance shall list the City as an additional insured.

    i. Commercial General Liability Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.
    ii. Workers' Compensation Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

This insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required

must be provided by an insurance carrier with the "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which SCIO may be held responsible for payment of damages resulting from SCIO's operations under this Agreement. If SCIO 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.

o. SCIO shall keep Fountain Park free from any liens arising out of any work performed, materials furnished, or obligations incurred by SCIO.

p. In the event Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, SCIO shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild Fountain Park. SCIO shall have no obligation to conduct its Farmer's Market if Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, until such time as Fountain Park is rendered suitable for use as a Farmer's Market.

5. Indemnification. To the extent permitted by law, SCIO agrees to indemnify, defend, and hold the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence related to the provision of the Farmer's Market at Fountain Park. SCIO shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing this provision. This provision shall survive the termination or expiration of this Agreement.

6. Invoices for Damage. In the event that damage arises as a result of the Farmer's Market, the City will invoice SCIO for such damages. The City will invoice SCIO regardless of whether the damage was caused by SCIO directly, by a vendor at the Farmer's Market, or by a patron of the Farmer's Market. Within thirty (30) days of receipt of the invoice for damage, SCIO shall remit payment to the City. If SCIO fails to remit payment to the City within that time period, the Director of Public Works may—in addition to any other remedy available in law or equity—prohibit SCIO from using Fountain Park for the Farmer's Market until the invoice is paid.

7. The City's Responsibilities Related to this Agreement

    a. Permits. Each year, prior to the beginning of the Farmer's Market Season, within thirty (30) days of SCIO's request, the City shall issue SCIO a permit for the Days of Use for that year.

    b. Liaison. The Director of Public Works shall appoint a staff person as a liaison to SCIO with respect to this Agreement.

    c. Maintenance. The City shall maintain, at its sole expense, Fountain Park, and shall keep the same in good condition and repair, except that the City shall not be responsible for repair of any damage resulting from the Farmer's Market.

8. Improvements / Modifications to Fountain Park by SCIO. Any park improvements or modification projects planned to be performed, contracted for, or supervised by SCIO at Fountain Park shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. SCIO shall be responsible for obtaining all required permits and inspections, and for paying all associated fees.

    Depending on the nature of the proposed improvement, approval may be possible by Staff, or approval may require the consent of the Public Works Committee or the Common Council. The City agrees to promptly review any proposal, but cannot and does not guarantee a final answer within a certain period of time.

    Any approved park improvements or modifications shall be free and clear of all liens and encumbrances, and shall attach to the real estate and become the property of the City.

Unless otherwise agreed to in writing by the City and SCIO, SCIO is responsible for all expenses during the Term of this Agreement which are related to any park improvements or modifications that occur at the request of SCIO.

9. Miscellaneous Provisions

   a. Independent Contractor. The Parties agree that SCIO's use of Fountain Park pursuant to this Agreement is as an independent contractor and not as a department of the City. Further, SCIO employees, agents, and volunteers are not employees of the City.

   b. Assignment of Interests.

      SCIO shall not, either directly or indirectly, assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, and shall not lease or sublet the property it is using without the prior written consent of the City, which shall be in the City's sole discretion; and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Agreement.

      SCIO may allow vendors to use a portion of the Fountain Park property it is renting from the City under this Agreement without the specific separate consent of the City.

      No consent by the City to any assignment, lease, or sublet by SCIO shall relieve SCIO of any obligation to be performed by them under this Agreement, whether occurring before or after such consent, assignment, lease, or sublet. The consent by the City to any assignment, lease, or sublet shall not relieve SCIO from obligation to obtain the City's express written consent to any other assignment, lease, or sublet. Consenting to one assignment, sublet, or other transfer shall not be deemed to constitute consent to any subsequent assignment, lease, sublease, or transfer.

   c. 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. Any waiver of any term of this Agreement must be in writing. No waiver by any part of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

d. Right of Entry. For the avoidance of doubt, the City reserves, and shall at any time, have the right to enter and inspect Fountain Park at any time for any reason.

e. Termination.

i. Either Party may terminate this Agreement for any reason by providing written notice to the other Party before the end of the Farmers' Market Season. Such termination shall occur December 31 of the calendar year.

ii. In the event one party breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the other party shall have the right—in addition to all other rights or remedies which it may have at law or in equity—to terminate the Agreement upon written notice. The breaching party shall have ten (10) calendar days from the receipt of the termination notice to submit a plan for a cure acceptable to the other party, which approval shall not be unreasonably withheld.

f. Notices. All Notices under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the City and to SCIO at the addresses set forth below, or at such other address as one party may request by written notice to the other party. Notices mailed shall be deemed given upon receipt.

For the City: City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53083

For SCIO: Lisa Stephan
Sheboygan County Interfaith Organization
1251 Geele Ave.
Sheboygan, WI 53083

g. Entire Agreement. This Agreement contains the entire Agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it

held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

h. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and SCIO.

i. Applicable Law; 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 Sheboygan Circuit Court, Sheboygan County, Wisconsin.

j. Taxes. SCIO shall be responsible for any taxes that arise as a result of its usage of Fountain Park pursuant to this Agreement.

k. 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.

l. Intent to be Bound. The Parties each bind 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.

m. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and SCIO. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

BY: _____
Lisa Stephan, Executive Director

DATE: _____

Signature Page to Agreement between the City of Sheboygan, Wisconsin and Sheboygan County Interfaith Organization Regarding the Usage of Fountain Park for a Summer Farmer's Market

Authorized by Res. No. _____


N. 9TH STREET
ERIE AVENUE
ONTARIO AVENUE
N. 8TH STREET
20 FEET
EXHIBIT
"A"
FOUNTAIN PARK
BOUNDARIES

AGREEMENT
BETWEEN
THE CITY OF SHEBOYGAN, WISCONSIN
AND
SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

REGARDING THE USAGE OF FOUNTAIN PARK FOR A SUMMER FARMER'S MARKET

This Agreement ("Agreement") is made and entered into effective this 25th day of February, 2021 (the "Effective Date"), by and between the City of Sheboygan, Wisconsin (the "City"), a municipal corporation and Sheboygan County Interfaith Organization ("SCIO").

WITNESSETH:

WHEREAS, the City owns certain property bounded on the east by North 8th Street, on the south by Ontario Ave., on the west by North 9th Street, and on the north by Erie Ave. ("Fountain Park"); and

WHEREAS, the City has the authority to rent or lease City-owned property; and

WHEREAS, SCIO has operated a Farmer's Market in the City since 1989; and

WHEREAS, a Farmer's Market is of benefit to the city and its residents and visitors; and

WHEREAS, SCIO desires to operate a Farmer's Market at Fountain Park; and

WHEREAS, it is desirable that the Parties set forth the terms and conditions under which the Farmer's Market will operate at Fountain Park.

NOW THEREFORE, the Parties hereby agree as follows:

1. Term of Agreement

This Agreement shall begin on the Effective Date. It shall cover the Farmer's Market Seasons for 2021, 2022, 2023, 2024, and 2025. It shall continue until December 31, 2025, unless terminated prior to that date pursuant to Section 9(e) or any other provision authorizing termination of the Agreement prior to that date.

2. Usage of Fountain Park

SCIO will operate a Farmer's Market at Fountain Park (other than the amphitheater/band shell area) according to the provisions, terms, and conditions of this Agreement, and in accordance with all applicable laws. A map showing the portion of Fountain Park to be used by SCIO is attached to this Agreement as Exhibit A.

SCIO has inspected the portion of Fountain Park it will be using, and accepts it in its present condition.

SCIO's right to use Fountain Park is a non-exclusive right. Thus, for the avoidance of doubt, nothing in this Agreement prohibits the City from allowing a vendor or group to use a portion of Fountain Park, even during a Day of Use. This includes, but is not limited to, the amphitheater/band shell area in Fountain Park. The City shall make reasonable efforts to inform SCIO when it has allowed a vendor or group to use a portion of Fountain Park. However, failure to inform SCIO that a vendor or group has been allowed to use a portion of Fountain Park shall not result in the City incurring any liability to SCIO or any other organization.

3. Definitions.

   a. Farmer's Market Season: The Farmer's Market shall begin on the earlier of the first Wednesday or first Saturday in June and continue through the later of the last Wednesday or last Saturday in October of each year of this Agreement.[1]

   b. Hours of Operation: For each Wednesday and Saturday during the Farmer's Market Season (a "Day of Use"), the exact hours of operations shall be set at the discretion of SCIO, but will not begin before 7:00am and will not end after 2:00pm.

4. SCIO's Responsibilities Related to the Usage of Fountain Park

   a. SCIO shall use the premises for the operation of a farmer's market, including, for the avoidance of doubt, for the sale of produce, processed and prepared food, crafts, and the promotion of health, on each Day of Use during the Farmer's Market Season. This shall be the sole purpose of SCIO's usage of Fountain Park under this Agreement.

[1] The Parties note that this Agreement has been executed during a pandemic, in which public health officials have recommended that certain public gatherings be limited. Section 4(f) requires the Farmer's Market comply with all applicable public health guidance in effect on each Day of Use. Section 2 requires the Farmer's Market comply with all applicable laws. This could mean that the Farmer's Market is not permitted to operate until sometime after the beginning of the Farmer's Market Season, as that term is defined in Section 3(a).

b. SCIO shall be responsible for opening the restrooms at Fountain Park at the start of the Farmer's Market and for closing the restrooms at Fountain Park at the end of the Farmer's Market.

c. SCIO shall not allow any unlawful use of Fountain Park including, but not limited to, driving on grass.

d. SCIO shall ensure that all necessary licenses, permits, and authorizations required by law for its activities and for the activities of any vendor participating in the Farmer's Market—including from the Sheboygan County Department of Health and Human Services—are obtained.

e. SCIO shall ensure that all vendors at the Farmer's Market observe and abide by any and all federal, state, county, and city laws, rules, and regulations (including regarding health, sanitation, and fire) applicable to the activities at the farmers' market. For the avoidance of doubt, breach of this provision shall authorize the City to close the Farmer's Market without notice, in addition to any other remedy permitted in this Agreement and under any law or in equity.

f. SCIO shall comply, and shall ensure its volunteers and visitors using Fountain Park for Farmer's Market purposes comply, with all applicable public health guidance in effect on each Day of Use. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin (including the Department of Agriculture, Trade and Consumer Protection), and the federal government (including, but not limited to, the Centers for Disease Control).

g. SCIO shall ensure that all vendors are assigned to locations such that the vendor's equipment does not damage Fountain Park or any other City property. The City reserves the right to have a vendor change location if the Director of Public Works determines that the vendor's equipment has damaged or is reasonably likely to damage Fountain Park or any other City property.

h. SCIO shall operate the Farmer's Market in a businesslike manner, and will not permit any acts or conduct on the part of its employees, agents, or volunteers which would be detrimental to the City's interests.

i. SCIO shall employ, whether for wages or on a volunteer basis, competent, courteous, and efficient help in such numbers as to properly conduct the farmers' market operation.

j. SCIO shall, at all times during each Day of Use, keep and maintain Fountain Park in a neat, clean, sanitary, and safe condition.

k. SCIO shall remove, or cause to be removed, in a timely and careful manner, all garbage, rubbish and debris generated at Fountain Park during the Day of Use, including all outside eating areas utilized by the public on the Day of Use. This will occur at the end of each Day of Use, and may include the need for garbage removal during hours of operation of the market. SCIO may use the dumpsters in Fountain Park that are provided by the City.

l. SCIO shall submit to the City copies of all policies, rules, and regulations that it enacts relative to the operation of the Farmer's Market. SCIO shall follow and abide by such rules and regulations.

m. SCIO agrees and promises to manage and operate the Farmer's Market in a fair manner and agrees that it will not, on the grounds of race, color, national origin, religion, age, sex, or any other protected class, discriminate against any person or group of persons. SCIO shall maintain, during the term of this Agreement a written policy and process governing selection of vendors. The policy and process shall give equal opportunity to all qualified vendors and contain content-neutral criteria for selection consistent with this Agreement.

n. During the Term of Agreement, SCIO shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated liaison. Such proof of insurance shall list the City as an additional insured.

    i. Commercial General Liability Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.
    ii. Workers' Compensation Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

    This insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required must be provided by an insurance carrier with the "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

    Approval of the insurance by the City shall not relieve or decrease the extent to which SCIO may be held responsible for payment of damages resulting from SCIO's operations under this Agreement. If SCIO 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.

o. SCIO shall keep Fountain Park free from any liens arising out of any work performed, materials furnished, or obligations incurred by SCIO.

p. In the event Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, SCIO shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild Fountain Park. SCIO shall have no obligation to conduct its Farmer's Market if Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, until such time as Fountain Park is rendered suitable for use as a Farmer's Market.

5. Indemnification. To the extent permitted by law, SCIO agrees to indemnify, defend, and hold the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence related to the provision of the Farmer's Market at Fountain Park. SCIO shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing this provision. This provision shall survive the termination or expiration of this Agreement.

6. Invoices for Damage. In the event that damage arises as a result of the Farmer's Market, the City will invoice SCIO for such damages. The City will invoice SCIO regardless of whether the damage was caused by SCIO directly, by a vendor at the Farmer's Market, or by a patron of the Farmer's Market. Within thirty (30) days of receipt of the invoice for damage, SCIO shall remit payment to the City. If SCIO fails to remit payment to the City within that time period, the Director of Public Works may—in addition to any other remedy available in law or equity—prohibit SCIO from using Fountain Park for the Farmer's Market until the invoice is paid.

7. The City's Responsibilities Related to this Agreement

    a. Permits. Each year, prior to the beginning of the Farmer's Market Season, within thirty (30) days of SCIO's request, the City shall issue SCIO a permit for the Days of Use for that year.

    b. Liaison. The Director of Public Works shall appoint a staff person as a liaison to SCIO with respect to this Agreement.

    c. Maintenance. The City shall maintain, at its sole expense, Fountain Park, and shall keep the same in good condition and repair, except that the City shall not be responsible for repair of any damage resulting from the Farmer's Market.

8. Improvements / Modifications to Fountain Park by SCIO. Any park improvements or modification projects planned to be performed, contracted for, or supervised by SCIO at Fountain Park shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. SCIO shall be responsible for obtaining all required permits and inspections, and for paying all associated fees.

    Depending on the nature of the proposed improvement, approval may be possible by Staff, or approval may require the consent of the Public Works Committee or the Common Council. The City agrees to promptly review any proposal, but cannot and does not guarantee a final answer within a certain period of time.

    Any approved park improvements or modifications shall be free and clear of all liens and encumbrances, and shall attach to the real estate and become the property of the City.

    Unless otherwise agreed to in writing by the City and SCIO, SCIO is responsible for all expenses during the Term of this Agreement which are related to any park improvements or modifications that occur at the request of SCIO.

9. Miscellaneous Provisions

a. Independent Contractor. The Parties agree that SCIO's use of Fountain Park pursuant to this Agreement is as an independent contractor and not as a department of the City. Further, SCIO employees, agents, and volunteers are not employees of the City.

b. Assignment of Interests.

SCIO shall not, either directly or indirectly, assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, and shall not lease or sublet the property it is using without the prior written consent of the City, which shall be in the City's sole discretion; and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Agreement.

SCIO may allow vendors to use a portion of the Fountain Park property it is renting from the City under this Agreement without the specific separate consent of the City.

No consent by the City to any assignment, lease, or sublet by SCIO shall relieve SCIO of any obligation to be performed by them under this Agreement, whether occurring before or after such consent, assignment, lease, or sublet. The consent by the City to any assignment, lease, or sublet shall not relieve SCIO from obligation to obtain the City's express written consent to any other assignment, lease, or sublet. Consenting to one assignment, sublet, or other transfer shall not be deemed to constitute consent to any subsequent assignment, lease, sublease, or transfer.

c. 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. Any waiver of any term of this Agreement must be in writing. No waiver by any part of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

d. Right of Entry. For the avoidance of doubt, the City reserves, and shall at any time, have the right to enter and inspect Fountain Park at any time for any reason.

e. Termination.

i. Either Party may terminate this Agreement for any reason by providing written notice to the other Party before the end of the

Farmers' Market Season. Such termination shall occur December 31 of the calendar year.

ii. In the event one party breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the other party shall have the right—in addition to all other rights or remedies which it may have at law or in equity—to terminate the Agreement upon written notice. The breaching party shall have ten (10) calendar days from the receipt of the termination notice to submit a plan for a cure acceptable to the other party, which approval shall not be unreasonably withheld.

f. Notices. All Notices under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the City and to SCIO at the addresses set forth below, or at such other address as one party may request by written notice to the other party. Notices mailed shall be deemed given upon receipt.

For the City:
City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53083

For SCIO:
Lisa Stephan
Sheboygan County Interfaith Organization
1251 Geele Ave.
Sheboygan, WI 53083

g. Entire Agreement. This Agreement contains the entire Agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

h. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and SCIO.

i. Applicable Law; 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 Sheboygan Circuit Court, Sheboygan County, Wisconsin.

j. Taxes. SCIO shall be responsible for any taxes that arise as a result of its usage of Fountain Park pursuant to this Agreement.

k. 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.

l. Intent to be Bound. The Parties each bind 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.

m. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and SCIO. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 3-3-2021

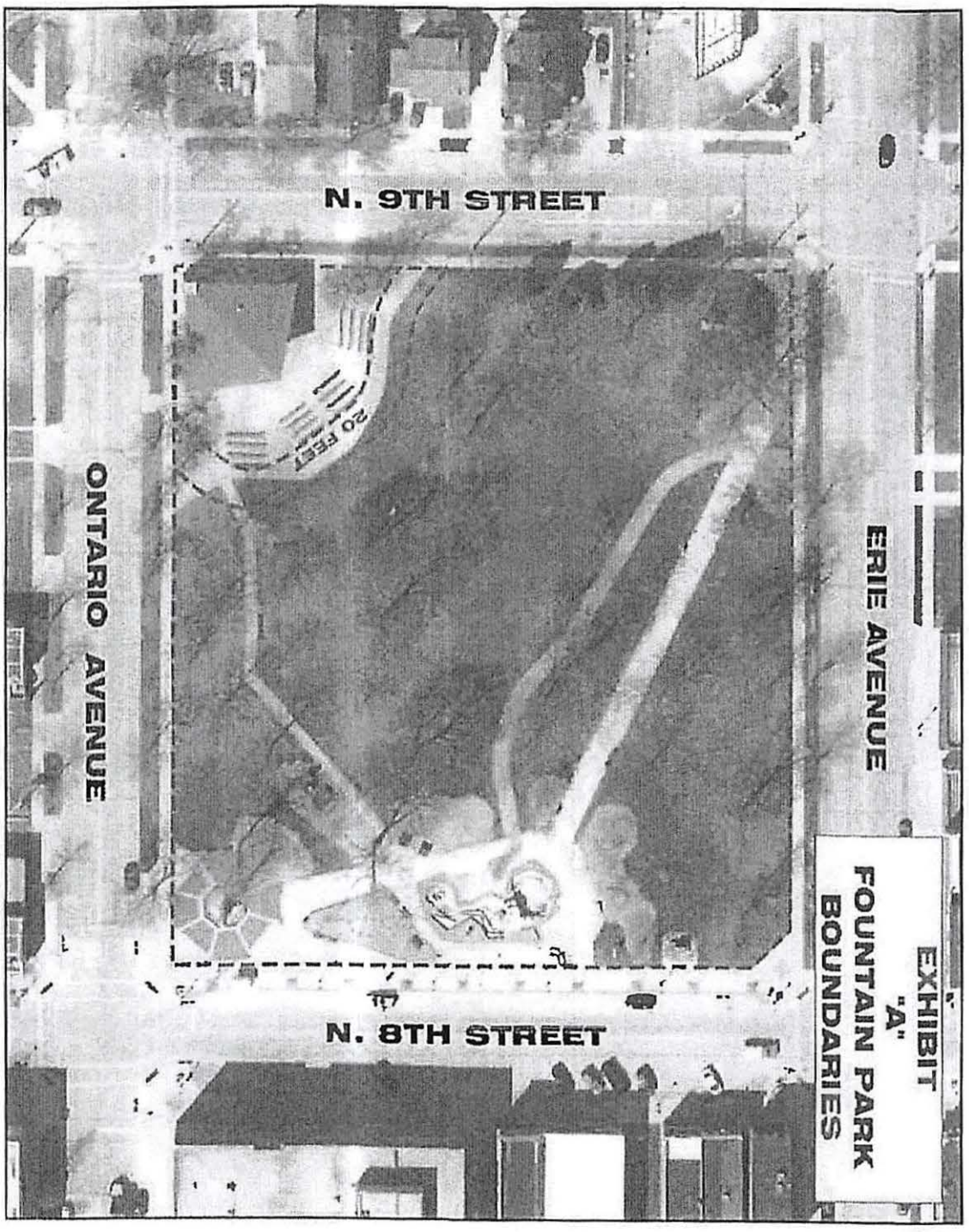
SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

BY: _____
Lisa Stephan, Executive Director

DATE: 2-25-2021

Signature Page to Agreement between the City of Sheboygan, Wisconsin and Sheboygan County Interfaith Organization Regarding the Usage of Fountain Park for a Summer Farmer's Market

Authorized by Res. No. 150-20-21


N. 9TH STREET
ERIE AVENUE
ONTARIO AVENUE
N. 8TH STREET
20 FEET
EXHIBIT
"A"
FOUNTAIN PARK
BOUNDARIES

VIII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 1, 2021.

Your Committee to whom was referred Res. No. 148-20-21 by Alderpersons Sorenson and Dekker authorizing the appropriate City officials to execute the Sheboygan County Dive Team Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

Res. No. 148 - 20 - 21. By Alderpersons Sorenson and Dekker.
January 18, 2021.

A RESOLUTION authorizing the appropriate City officials to execute the Sheboygan County Dive Team Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County.

RESOLVED: That the Mayor, City Clerk, and Fire Chief are hereby authorized to execute the Sheboygan County Dive Team Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, a copy of which is attached hereto and incorporated herein.

LHPS

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

SHEBOYGAN COUNTY DIVE TEAM
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

PARTIES. The parties to the Agreement are the **CITY OF SHEBOYGAN** ("City"), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** ("County"), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

PURPOSE. City and County have a responsibility to provide law enforcement services to the citizens of Sheboygan and Sheboygan County. Per§ 59.27, Wis. Stats., it is the duty of the sheriff of a county, when provided by the board, to conduct operations in waters of which the county has jurisdiction for the rescue of human beings and for the recovery of human bodies. The City also has waters over which it has jurisdiction. The parties have created a countywide Sheboygan County Dive Team ("Team") in order to better accomplish this goal. The Team is comprised of members of the Sheboygan County Sheriff's Office, Sheboygan Police Department, Sheboygan Fire Department and volunteers from the volunteer Fire Departments in Sheboygan County. In most jurisdictions the lead agency for water rescue is the Fire Department.

This Agreement ensures that the City, through the Sheboygan Fire Department, is authorized to provide water related rescues as the lead agency for the Team in all waters in Sheboygan County. By this Agreement, the Sheriff is authorizing the Sheboygan Fire Department to provide supervisory oversight of the Team.

EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Initial Term; Renewals. The initial term of this Agreement shall extend through December 31, 2022. This Agreement shall automatically renew for additional four (4) year terms unless either party provides the other with written notice of intent to nori-renew at least three (3) months prior to the end of the initial term and at least three (3) months prior to the end of each renewal term thereafter.

C. Termination for Cause. Either party may terminate this Agreement at any time during the initial term or a renewal thereof in the event of a material default by the other party which default is not cured within two hundred forty (240) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within two hundred forty (240) days, the cure period shall be extended as reasonably necessary.

AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

RESPONSIBILITIES OF COUNTY.

A. County shall provide the necessary equipment for water related rescues.

B. County shall pay for any repairs needed for any damaged equipment.

RESPONSIBILITIES OF CITY.

A. City Fire Department shall be responsible for providing supervisory oversight for the operations of the Team.

B. City shall respond to all water related rescues/incidents within the jurisdiction of Sheboygan County.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By:_____ _____
Michael J. Vandersteen, Mayor — Date Signed

By:_____ _____
Meredith DeBruin, City Clerk — Date Signed

By:_____ _____
Eric Montellano, Fire Chief — Date Signed

SHEBOYGAN COUNTY

By: Vern Koch _____ 12/08/2020
Vern Koch, County Board Chairman — Date Signed

By: Cory R. Roeseler _____ 12/07/2020
Cory Roeseler, Sheriff — Date Signed

SHEBOYGAN COUNTY DIVE TEAM
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

PARTIES. The parties to the Agreement are the **CITY OF SHEBOYGAN** ("City"), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** ("County"), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

PURPOSE. City and County have a responsibility to provide law enforcement services to the citizens of Sheboygan and Sheboygan County. Per§ 59.27, Wis. Stats., it is the duty of the sheriff of a county, when provided by the board, to conduct operations in waters of which the county has jurisdiction for the rescue of human beings and for the recovery of human bodies. The City also has waters over which it has jurisdiction. The parties have created a countywide Sheboygan County Dive Team ("Team") in order to better accomplish this goal. The Team is comprised of members of the Sheboygan County Sheriff's Office, Sheboygan Police Department, Sheboygan Fire Department and volunteers from the volunteer Fire Departments in Sheboygan County. In most jurisdictions the lead agency for water rescue is the Fire Department.

This Agreement ensures that the City, through the Sheboygan Fire Department, is authorized to provide water related rescues as the lead agency for the Team in all waters in Sheboygan County. By this Agreement, the Sheriff is authorizing the Sheboygan Fire Department to provide supervisory oversight of the Team.

EFFECTIVE DATE; TERM; TERMINATION.

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Initial Term; Renewals.** The initial term of this Agreement shall extend through December 31, 2022. This Agreement shall automatically renew for additional four (4) year terms unless either party provides the other with written notice of intent to non-renew at least three (3) months prior to the end of the initial term and at least three (3) months prior to the end of each renewal term thereafter.

C. **Termination for Cause.** Either party may terminate this Agreement at any time during the initial term or a renewal thereof in the event of a material default by the other party which default is not cured within two hundred forty (240) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within two hundred forty (240) days, the cure period shall be extended as reasonably necessary.

AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

RESPONSIBILITIES OF COUNTY.

A. County shall provide the necessary equipment for water related rescues.

B. County shall pay for any repairs needed for any damaged equipment.

RESPONSIBILITIES OF CITY.

A. City Fire Department shall be responsible for providing supervisory oversight for the operations of the Team.

B. City shall respond to all water related rescues/incidents within the jurisdiction of Sheboygan County.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____ 2-5-2021
Michael J. Vandersteen, Mayor — Date Signed

By: _____ 2-8-2021
Meredith DeBruin, City Clerk — Date Signed

By: _____ 2-8-21
Eric Montellano, Fire Chief — Date Signed

SHEBOYGAN COUNTY

By: _____ 12/08/2020
Vern Koch, County Board Chairman — Date Signed

By: _____ 12/07/2020
Cory Roeseler, Sheriff — Date Signed

VIII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 1, 2021.

Your Committee to whom was referred Res. No. 149-20-21 by Alderpersons Sorenson and Dekker authorizing the Purchasing Agent to issue a Purchase Order for the purchase of 24 ruggedized laptop computers and vehicle mounting hardware for the Sheboygan Police Department; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 149 - 20 - 21. By Alderpersons Sorenson and Dekker.
January 18, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the purchase of 24 ruggedized laptop computers and vehicle mounting hardware for the Sheboygan Police Department.

WHEREAS, the Sheboygan Police Department utilizes ruggedized laptop computers ("Computers") in its fleet of squad car vehicles; and

WHEREAS, the current Computers were purchased in 2015 and have exceeded their useful expected life cycle; and

WHEREAS, the Computers have become less reliable, and several costly repairs have been incurred over the past few years; and

WHEREAS, there is sufficient funding in the 2021 Capital Improvements Budget to replace the Computers; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of ruggedized laptop computers, City staff believes, and the Council agrees that this is the best procurement method for this purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Baycom, Inc. for the purchase of 24 ruggedized laptop computers, vehicle mountings, and related accessories for the Sheboygan Police Department.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-O16-NASPOCOMPUT-02), a copy of which is available at vendornet.wi.gov.

LHPS

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $75,251.00 from the 2021 Capital Improvement Fund (Acct. No. 40021140-641100) for the purchase of the Computers.

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

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 1, 2021.

Your Committee to whom was referred R. C. No. 316-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 342-18-19 by Finance and Personnel Committee and R. O. No. 214-18-19 by City Clerk submitting a claim from Kailee Ridenour, on behalf of her minor child, for alleged injuries that occurred when she slipped on ice and fell on her child; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

6.26

R. C. No. 316 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 342-18-19 by Finance and Personnel Committee and R. O. No. 214-18-19 by City Clerk submitting a claim from Kailee Ridenour, on behalf of her minor child, for alleged injuries that occurred when she slipped on ice and fell on her child; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21 FnP

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.38

R. C. No. 342 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 214-18-19 by City Clerk submitting a claim from Kailee Ridenour, on behalf of her minor child, for alleged injuries that occurred when she slipped on ice and fell on her child; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

33

R. O. No. 214 - 18 - 19. By CITY CLERK. February 4, 2019.

Submitting a claim from Kailee Ridenour, on behalf of her minor child, for alleged injuries that occurred when she slipped on ice and fell on her child.

Finance+ Personnel
2-8-19 Referred to Finance+ Personnel of new council

CITY CLERK

JAN 22 '19 PM 2:49

DATE RECEIVED 1-22-19 RECEIVED BY MKC

CLAIM NO. 24-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Nora Ridenour (Kailee Ridenour - Mother)
2. Home address of Claimant: 1425 Pershing Avenue. Sheb. WI 53083
3. Home phone number: 920-889-3116
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Sat. Jan 19th app. 10:30 am
6. Where did damage or injury occur? (give full description) Across the street from the YMCA to the left of the tennis courts, at the edge of the path where the sidewalk meets.
7. How did damage or injury occur? (give full description) I was carrying Nora because the snowdrifts and snow was so high she couldn't walk, when I picked her up we slipped on the ice and fell. I landed on her leg and it broke her tibia bone.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: unshoveled sidewalks and snow everywhere. They were not safe.

   (b) Claimant's statement of basis for such liability: We slipped and fell because the sidewalk wasn't cleared.

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Broken leg (Spiral break in her tibia)

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$_____
Property:	$_____
Personal injury:	$ TBD
Other: (Specify below	$_____
TOTAL	$ Bills yet to be determined

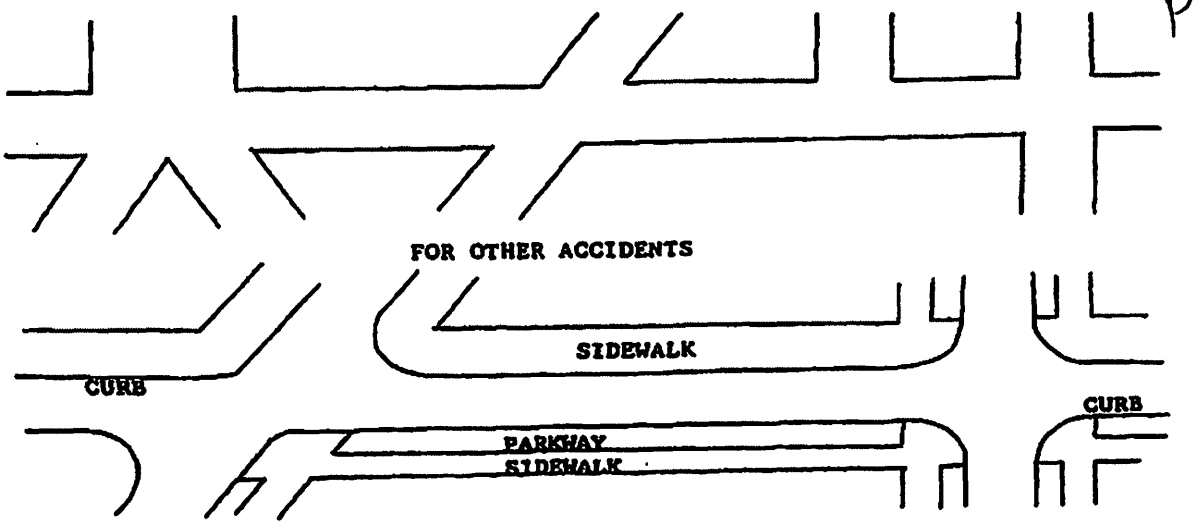
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign. Separate page.



SIGNATURE OF CLAIMANT Kailee Ridenaur DATE 2-21-19

DATE RECEIVED 1-22-19 RECEIVED BY MKC

CLAIM NO. 24-18

CLAIM

Claimant's Name: Nora Ridenour

Claimant's Address: 1425 Pershing Ave. Sheb, WI 53083

Claimant's Phone No. 920-889-3116

Auto	$
Property	$
Personal Injury	$ TBD
Other (Specify below)	$
TOTAL	$

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

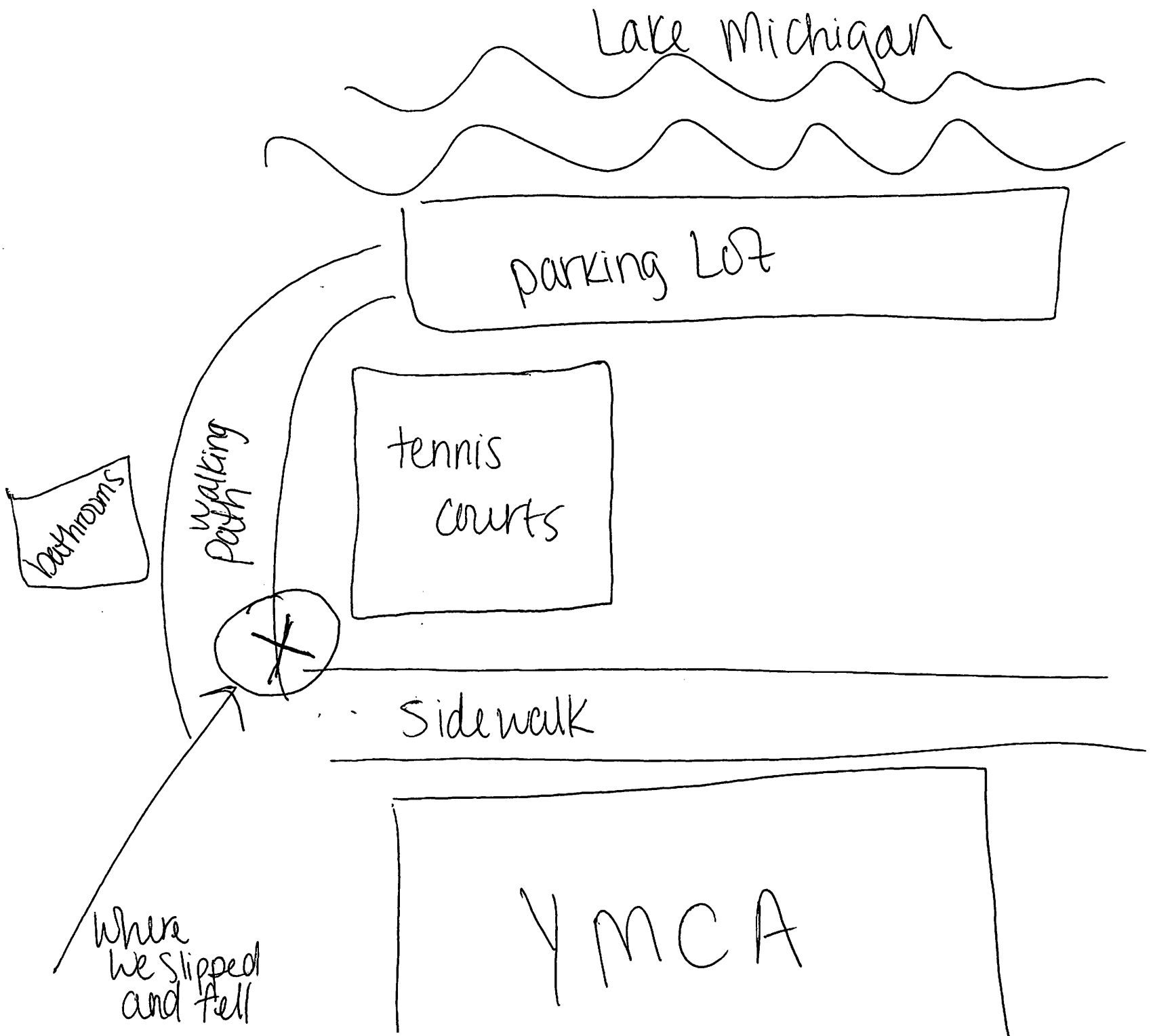
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM. (WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $_____. To be determined, haven't recieved bills yet.

SIGNED Kailee Ridenour DATE: 2-21-19

ADDRESS: 1425 Pershing Avenue Sheb. WI 53083

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081


Lake Michigan
parking Lot
tennis courts
bathrooms
walking path
sidewalk
YMCA
where we slipped and fell

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 1, 2021.

Your Committee to whom was referred R. O. No. 126-20-21 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2020 and ending December 31, 2020; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 126 - 20 - 21. By FIRE CHIEF. January 18, 2021.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2020 and ending December 31, 2020.

Incident Types	2018 Actual	2019 4th Qtr	2019 YTD	2019 Actual	2020 4th Qtr	2020 YTD	2020 Goals
Fires	94	18	89	89	14	82	< 90
Rescue & Emergency Medical Service	4,220	1,149	4,516	4,516	1,171	4,321	4,300
Non Fires	1,055	274	1,130	1,130	310	1,260	1,000
TOTAL	5,369	1,441	5,735	5,735	1,495	5,663	5,300
Station Incident Count Per Station							
Station 1	1,560	387	1,556	1,556	410	1,620	1,550
Station 2	1,063	325	1,130	1,130	286	1,016	1,100
Station 3	1,417	306	1,422	1,422	380	1,400	1,400
Station 4	818	273	1,043	1,043	264	1,026	1,000
Station 5	474	134	543	543	137	533	500
Out of City	37	16	43	43	18	68	10
Fire Loss							
Number of Incidents	56	10	55	55	10	67	
Pre Incident Value	N/A	N/A	N/A	N/A	$ 11,198,200	$ 70,450,745	
Total Property Loss	$ 630,000	$ 33,050	$ 373,100	$ 373,100	$ 20,800	$ 458,010	
Total Content Loss	$ 348,985	$ 3,450	$ 152,565	$ 152,565	$ 6,400	$ 148,850	
Total Loss	$ 978,985	$ 36,500	$ 525,665	$ 525,665	$ 27,200	$ 606,860	
Average Loss	$ 17,481	$ 3,650	$ 9,557	$ 9,557	$ 2,720	$ 9,057	
Workload							
Inspections	1,926	121	1,987	1,987	345	2,179	1,926
School Safety Programs/Students	173/3,246	30/1,317	149/3,330	149/3,330	3,116	3,116*	
Public Events	51	15	46	46	6	55	45
Station Tours	N/A	N/A	N/A	N/A	0	5	25
Non-Compliance/Installed Smoke Alarms	N/A	31,131	128/161	128/161	14/16	85/90	
Fire Training Hours	8,514	1,359	8,437	8,437	1,636	6,494	8,000
EMS Training Hours	1,969	516	2,314	2,314	233	2,275	2,100
Investigations/Formal	100	21	91	91	17	88	
Efficiency							
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	92%	89%	90%
Fire Average Response Time (380 Seconds)**	89%	88%	88%	88%	92%	89%	90%
Effectiveness							
Resident Satisfaction Rating	99%	99%	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	2	2	1

*School safety programs were virtual due to COVID-19
** Fire response 380 seconds or less per NFPA standards

JHPS

FIRE CHIEF

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 1, 2021.

Your Committee to whom was referred R. O. No. 127-20-21 by Chief of Police Christopher Domagalski, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing October 1, 2020 and ending December 31, 2020; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.6

R. O. No. 127 - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
January 18, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2020 and ending December 31, 2020.

Patrol and Investgations	2018 Actual	Y-T-D 12/31/19	2019 Actual	Y-T-D 12/31/20	2020 Goals
Homicide	0	1	1	2	0
Rape	14	31	31	20	20
Robbery	10	10	10	14	15
Aggravated Assualt	146	114	114	107	100
Violent Crime Total	170	156	156	143	125
Burglary	90	89	89	96	100
Theft	719	678	678	689	900
Motor Vehicle Theft	25	19	19	35	30
Arson	8	3	3	10	5
Property Crime Total	842	789	789	830	1050
Percent of Offenses Cleared	52%	64%	64%	56%	70%
Value of Property Stolen	$485,282	$1,170,450	$1,170,450	$475,001	$500,000
Value of Property Recovered	$179,946	$678,222	$678,222	$389,071	$200,000
Percent of Stolen Recovered	37%	57%	57%	82%	40%
Accident Investigations	1,677	1,592	1,592	1,340	1,500
Traffic Stops	5,270	4,937	4,937	3,455	No Goal
Traffic Arrests	4,509	3,924	3,924	2,611	No Goal
Other Arrests	3,406	3,204	3,204	2,646	No Goal
Speed Trailer Deployments	17	17	17	8	20
HVEE Deployments	14	31	31	1	12
Parking Tickets Issued	9,032	7,840	7,840	6,098	10,000
Bicycles Recovered	158	168	168	118	150
Involuntary Commitments	121	110	110	101	No Goal
Administration					
District Attorney Request for Digital Evidence	1,321	1,326	1,326	1,216	2,750
Open Records Requests	4,804	6,546	6,546	7,318	4,000
Nixle Messages Sent	283	239	239	97	250
Press Releases	41	28	28	20	50
Tweets	236	224	224	92	350
Facebook likes	10,042	12,164	12,164	14,618	13,000
Reported Crime Maps	89	85	85	100	104
Crime Comparison Reports	36	25	25	24	26

CHIEF OF POLICE

LHPS

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim from Acuity Insurance for alleged damages to their insured (Steven L. and Susan M. Aubry) vehicle when it was backed into by a City owned vehicle.

F&P

_____
CITY CLERK

Claim# 22-20
MKC
1-19-21

JAN 19 '21 PM12:35

acuity INSURANCE

January 8, 2021

SHEBOYGAN DEPT OF PUBLIC WORKS
CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Your Claim Number: N/A
Your Insured: SHEBOYGAN DEPT OF PUBLIC WORKS
Our Claim Number: RA2605
Our Insured: STEVEN L & SUSAN M AUBRY
Date of Loss: 11/06/2020
Type of Loss: AUTO
Location: HWY 28 & I-43, SHEBOYGAN, WI 53081
Salvage Pending: ☐ Y or ☒ N

Dear Claims Adjuster:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	$4,092.91
Deductible	$250.00
Salvage Deduction	$0.00
Total	$4,342.91

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Faith A. Senkbeil

FAITH SENKBEIL
Claims Department
fsenkbeil@acuity.com
Enclosure(s)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DATE RECEIVED 1/8/2021

RECEIVED BY _____

CLAIM NO. RA2605

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Steven L. and Susan M. Aubry
2. Home address of Claimant: 4720 Columbus St. Two River, WI 54241
3. Home phone number: 920.793.3995
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 11/06/2020 @ 10:37 am
6. Where did damage or injury occur? (give full description)

Hwy 28 & I-43 Sheboygan, WI 53081

7. How did damage or injury occur? (give full description)

Vehicle driven by Allen K. Fleidner backed into vehilce driven by Steven L. Aubry. Both vehicles were stopped at a trafic light, Mr. Fleisner dediced he wanted to change lanes and in doing so he backed up into the vehicle driven b y Mr. Aubry.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: OFFICER K. HUIBREGTSE

(b) Claimant's statement of the basis of such liability:

Mr. Aubry is not liable for this accident. Mr. Fleidner is 100% Liable

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No Injuries

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$	4092.91
Property:	$	0.00
Personal injury:	$	0.00
Other: (Specify below Deductible	$	250.00
TOTAL	$	4,342.91

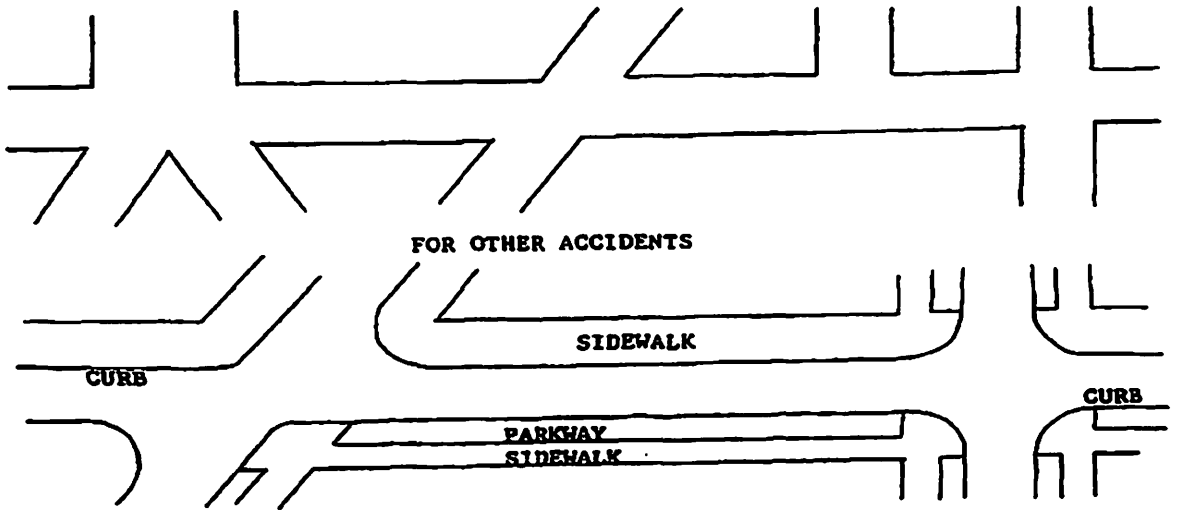
Damaged vehicle (if applicable)

Make: Chrysler Model: T&C Year: 2015 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Faith Senkbeil DATE ~~1/8/2020~~ 1/12/20

Faith Senkbeil on behalf of Acuity

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. RA2605

CLAIM

Claimant's Name: Steven and Susan Aubry

Claimant's Address: 4720 Columbus St. Two River, WI 54241

Claimant's Phone No. 9207933995

Auto	$ 4,092.91
Property	$ 0.00
Personal Injury	$ 0.00
Other (Specify below)	$ Deductible $250.00
TOTAL	$ 4,342.91

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM. (WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 4,342.91

SIGNED Faith Senkbeil DATE: ~~1/8/2021~~ 1/12/2021

ADDRESS: 2800 S Taylor Drive
Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

LexisNexis®

For Customer Support refer to the appropriate platform below:

OrderPoint
800-934-9698
Orderpoint.support@lexisnexis.com

Accurint for Insurance
866-277-8407
Accurint.support@lexisnexis.com

Lexis.com
Law Firm accounts
800-543-6862

PAGE COUNT: 9

CLIENT : 6686
DIVISION :
ADJUSTER : FAS
CLAIM : RA2605

TRANSACTION # : 1188025962
DATE : 11/11/2020

DATE OF LOSS : 11/06/2020 TIME OF LOSS :
STREET : HWY 28 & I-43
CITY : SHEBOYGAN
COUNTY : SHEBOYGAN
STATE : WI

INVESTIGATING AGENCY : SHEBOYGAN PD
REPORT NUMBER : C20-18585
REPORT TYPE : Auto Accident
PARTY 1 : STEVEN L & SUSAN AUBRY
PARTY 2 : STEVEN AUBRY
PARTY 3 :

CAR : MAKE : CHRY TOWN & COUNTRY YEAR : 2015
TAG :

DRIVER LICENSE :
ADDITIONAL INFO :

NOTE :

THANK YOU FOR YOUR ORDER!

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0DCL4L7

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy	
			OFFICER K. HUIBREGTSE	
Crash Date 11/06/2020	Crash Time 10:37 AM	Date Arrived 11/06/2020	Time Arrived 10:48 AM	
Date Notified 11/06/2020	Time Notified 10:40 AM	Total Units 02	Total Injured 00	Total Killed 00

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related NO		Tags	
☑ Reportable	Crash Type DT4000 (STANDARD CRASH)			☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
K. HUIBREGTSE

Additional Information
PHOTOS, BODY CAMERA VIDEO

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS STOPPED AT THE RED LIGHT ON WASHINGTON AVE, AT THE RED LIGHT JUST BEFORE 143. UNIT 2 WAS STOPPED BEHIND UNIT 1. OPERATOR OF UNIT 1 SAID HE SAW THAT THE ROAD WAS CLOSED AHEAD OF HIM, AND CHECKED HIS MIRRORS, AND WAS GOING TO BACK UP AND SWITCH TO LEFT TURN LANE. UNIT 1 SAID HE DID NOT SEE A VEHICLE BEHIND HIM, ALL OTHER AREAS CLEAR AND BACKED UP. UNIT 1 STRUCK UNIT 2 WHICH WAS STOPPED AT THE LIGHT. THEY BOTH MOVED TO THE LOT LOT. MINOR DAMAGE TO UNIT 2S FRONT BUMPER, AND PHOTOS WERE TAKEN. NO REAL NEW DAMAGE TO BACK STEP OF UNIT 1, IT HAD PREVIOUS DAMAGE PRIOR INCIDENT. SGT. WALSH RESPONDED, AND INFORMATION GATHERED AND SENT TO CITY ATTORNEY TO REVIEW. 265

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON STH28 WB **264 FT W** **OF TAYLOR DR** **IN THE CITY OF SHEBOYGAN** **IN SHEBOYGAN COUNTY**	Latitude **43.717719319**	Longitude **-87.758774966**
	X Coordinate **438878.125**	Y Coordinate **4840801**
	Structure Type	

Crash Scene

First Harmful Event **MOTOR VEH IN TRANSPORT**	First Harmful Event Location **ON ROADWAY**	
Manner of Collision **OTHER**	Light Condition **DAYLIGHT**	
Road Surface Condition(s) **DRY**	Roadway Factors) **NONE**	
Environment Factor(s) **NONE**		
Weather Condition(s) **CLEAR**		
Animal Type	Relation To Trafficway **TRAFFICWAY - ON ROAD**	
Crash Classification - Location **PUBLIC PROPERTY**	Crash Classification - Jurisdiction **NO SPECIAL JURISDICTION**	
Tribal Land	Access Control **NO CONTROL**	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	**INTERSECTION**	**FOUR-WAY INTERSECTION**

Unit Summary

UNIT 01

Unit Status **IN TRANSIT**		Vehicle Operating As Classification **B CLASS**		Unit Type **TRUCK**
Vehicle Type **STRAIGHT TRUCK (INSERT TRUCK)**				Operating As Endorsements
Total Occs **1**	Train/Bus # Recorded	Total # Citations Issued **0**	Total Trailers **0**	Total HazMat Types **0**
Insurance? **YES**	Direction Of Travel **WESTBOUND**	Pre CrashTire Mark	Speed Limit **35**	Total Lanes **4**
Most Harmful Event: Collision With **MOTOR VEH IN TRANSPORT**		Special Function **NO SPECIAL FUNCTION**		Emergency Motor Vehicle Use **NOT APPLICABLE**
Traffic Way **DIVIDED HWY W/TRAFFIC BARRIER**		Traffic Control **TRAFFIC SIGNAL**		Traffic Control Inoperative/Missing **NO**
Surface Type **CONCRETE**		Road Curvature **STRAIGHT**		Road Grade **LEVEL**
Truck Bus or HazMat **NO**				

UNIT 01 VEHICLE 01

Vehicle

License Plate Number **71201**	Plate Type **LTK - LIGHT TRUCK**	St **WI**	Country of Issuance **UNITED STATES**
Vehicle Identification Number **1HTMPAFM97H367264**	Make **INTERNATIONAL**	Year **2007**	Model **UTILITY**
Color **WHI - WHITE**	Body Style **CB - CAB CHASSIS**		Bus Use
Initial Contact Point **06 - REAR**	Vehicle Damage **06 - REAR**		
Extent Of Damage **MINOR DAMAGE**			

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 VEHICLE 01

Towed Due To Damage: **NOT TOWED**	Vehicle Removed By: **OPERATOR**
What Driver Was Doing: **BACKING**	Vehicle Factors: **NOT APPLICABLE**
Driver Prior Action Other:	
Driver Actions: **UNSAFE BACKING**	
Owner Name: **SHEBOYGAN CITY** **(920) 459-3443**	Owner Address: **1315 N 23RD ST # 101** **SHEBOYGAN, WI 53081 , US**

Sequence Of Events

01	Event: **MOTOR VEH IN TRANSPORT**
02	Event:
03	Event:
04	Event:

Policy Holder

Insurance Company: **CITY OF SHEBOYGAN**	Government: **SHEBOYGAN CITY**

UNIT INDIVIDUAL 01 001

Individual

Driver: **ALLEN KEITH FLEISNER** **(920) 377-1202**	Citations Issued: **0**	Sex: **MALE**
	Date of Birth: **08/24/1972**	Race: **WHITE**
Address: **1111 EVERGREEN DR** **PLYMOUTH, WI 53073 , US**	Driver License Number: **F4250117230403** **STATE: WISCONSIN COUNTRY: UNITED STATES**	

Safety Equipment

On Duty Crash:		Safety Equipment: **SHOULDER & LAP BELT**
Row: **01 - FRONT ROW**	Seat Position: **07 - LEFT**	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

Injury Severity: **NO APPARENT INJURY**		Airbag: **NON DEPLOYED**
Ejected: **NOT EJECTED**	Ejection Path: **NOT EJECTED/NOT APPLICABLE**	Trapped/Extricated: **NOT TRAPPED**
Medical Transport: **NOT TRANSPORTED**	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: **NOT APPLICABLE (NOT DISTRACTED)**	
Distracted By Action: **NOT DISTRACTED**	

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER VAN	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
3		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	WESTBOUND	___	35	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/TRAFFIC BARRIER	TRAFFIC SIGNAL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

UNIT 02 — VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
311CBW	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2C4RC1BG0FR646796	CHRYSLER	2015	TOWN & COU

Color	Body Style	Bus Use
GLD - GOLD	VN - VAN	

Initial Contact Point	Vehicle Damage
12 - FRONT	12 - FRONT

Extent Of Damage
MINOR DAMAGE

Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 VEHICLE 02

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
STEVEN L AUBRY (920) 793-3995	4720 COLUMBUS ST TWO RIVERS, WI 54241 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT Policy Holder

Insurance Company	Individual
ACUITY,-A-MUTUAL-INSURANCE-CO	STEVEN AUBRY

UNIT INDIVIDUAL 002

Individual

Driver	Citations Issued	Sex
STEVEN L AUBRY (920) 793-3995	0	MALE
	Date of Birth: 05/16/1947	Race: WHITE

Address	Driver License Number
4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	A1607924717605 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 002

Prior Action	
Action	
Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type:

Individual Condition: **APPEARED NORMAL**

UNIT 02 — INDIVIDUAL 003

Individual

Passenger	Citations Issued	Sex
JEREMY N AUBRY (920) 905-5025	0	MALE
	Date of Birth: 12/12/1972	Race: WHITE
Address: 1510 DIVISION ST MANITOWOC, WI 54220 , US	Driver License Number: A1604347245207 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	09 - RIGHT

Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source:

Distracted By Action:

Non Motorist

Striking Unit #	Location

Prior Action:

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 INDIVIDUAL 003

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use: **NO** | Suspected Drug Use: **NO**

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition: **APPEARED NORMAL**

Individual

UNIT 02 INDIVIDUAL 004

Passenger	Citations Issued	Sex
SUSAN MARY AUBRY (920) 793-3995	**0**	**FEMALE**
	Date of Birth: **02/19/1952**	Race: **WHITE**
Address: **4720 COLUMBUS ST TWO RIVERS, WI 54241 , US**	Driver License Number: **A1607935255900 STATE: WISCONSIN COUNTRY: UNITED STATES**	

Safety Equipment

On Duty Crash | Safety Equipment: **SHOULDER & LAP BELT**

Row	Seat Position
02 - SECOND ROW	**07 - LEFT**

Helmet Use | Helmet Compliance

Eye Protection | Tint Compliance

Injury

Injury Severity: **NO APPARENT INJURY** | Airbag: **NON DEPLOYED**

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	**NOT EJECTED/NOT APPLICABLE**	**NOT TRAPPED**

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit # | Location

Prior Action

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 004

Action			
Action Other			To/From School
Drug & Alcohol Suspected Alcohol Use: **NO**	Suspected Drug Use: **NO**		
Alcohol Test Given: **TEST NOT GIVEN**	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: **TEST NOT GIVEN**	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: **APPEARED NORMAL**			

Van Horn Chrysler Dodge Jeep Ram of Manitowoc

4611 Expo Dr, Manitowoc, WI 54220
Phone: (920) 684-7753

Workfile ID: 9891e52d
PartsShare: 637kFd
Federal ID: 47-3729523

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

Written By: Ron Schwaller, 11/11/2020 2:39:04 PM
Adjuster: SENKBEIL, FAITH, (920) 458-9131 Business

Insured:	AUBRY, STEVEN L & SUSAN	Policy #:	P76849	Claim #:	RA2605-1-0-400
Type of Loss:	Collision	Date of Loss:	11/6/2020 4:30 PM	Days to Repair:	3
Point of Impact:	12 Front				

Owner:
AUBRY, STEVEN L & SUSAN
4720 COLUMBUS ST
TWO RIVERS, WI 54241
(920) 793-3995 Day

Inspection Location:
Van Horn Chrysler Dodge Jeep Ram of Manitowoc
4611 Expo Dr
Manitowoc, WI 54220
Repair Facility
(920) 684-7753 Business

Insurance Company:
ACUITY, A MUTUAL INSURANCE COMPANY
02

VEHICLE

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

VIN:	2C4RC1BG0FR646796	Interior Color:		Mileage In:	82,860	Vehicle Out:	
License:	311-CBW	Exterior Color:	BEIGE	Mileage Out:			
State:	WI	Production Date:	12/2014	Condition:	Excellent	Job #:	

TRANSMISSION
Automatic Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Entertainment Center
Dual Power Sliding Doors
Home Link
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
3rd Row Seat
Retractable Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Rear Spoiler
California Emissions
TRUCK
Rear Step Bumper
Power Trunk/Liftgate

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**FRONT BUMPER**								
2		Repl	Absorber	68082094AB	1	109.00		Incl.	
3			O/H front bumper					2.0	
4	** <>	Repl	A/M CAPA Bumper cover	68088967AA	1	376.00		Incl.	3.0
5			Add for Clear Coat						1.2
6	**	Repl	A/M CAPA Impact bar	5113162AA	1	390.00		0.4	
7	**GRILLE**								
8	**	Repl	A/M Upper grille	68100692AB	1	440.00		Incl.	
9	**FRONT LAMPS**								
10	**	Repl	A/M CAPA RT Headlamp assy w/o HID headlamps	5113336AI	1	281.00		0.5	
11			Aim headlamps					0.5	
12	**RADIATOR SUPPORT**								
13		Repl	RT Support brace	68023328AA	1	51.70		0.1	0.2
14			Add for Clear Coat						0.1
15	**ELECTRICAL**								
16		Repl	Low note horn	5026976AD	1	70.00	m	0.2	
17	#	Repl	Flex additive		1	5.00			
18	#	Rpr	Color sand and buff					0.5	
19	#		Color tint / color match		1				0.5
20	**VEHICLE DIAGNOSTICS**								
21	*	Rpr	Pre-repair scan				m	1.0 M	
22	*	Rpr	Post-repair scan				m	1.0 M	
23	#		COVID-19 Disinfect		1	25.00		1.0	
24	#	Subl	Hazardous waste removal		1	8.00			
				SUBTOTALS		**1,755.70**		**7.2**	**5.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,755.70
Body Labor	5.2 hrs	@	$ 62.00 /hr	322.40
Paint Labor	5.0 hrs	@	$ 62.00 /hr	310.00
Mechanical Labor	2.0 hrs	@	$ 135.00 /hr	270.00
Paint Supplies	5.0 hrs	@	$ 42.00 /hr	210.00
Subtotal				2,868.10
Sales Tax	$ 2,868.10	@	5.0000 %	143.41
Grand Total				**3,011.51**
Deductible				250.00
CUSTOMER PAY				**250.00**
INSURANCE PAY				**2,761.51**

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TE08, CCC Data Date 11/09/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

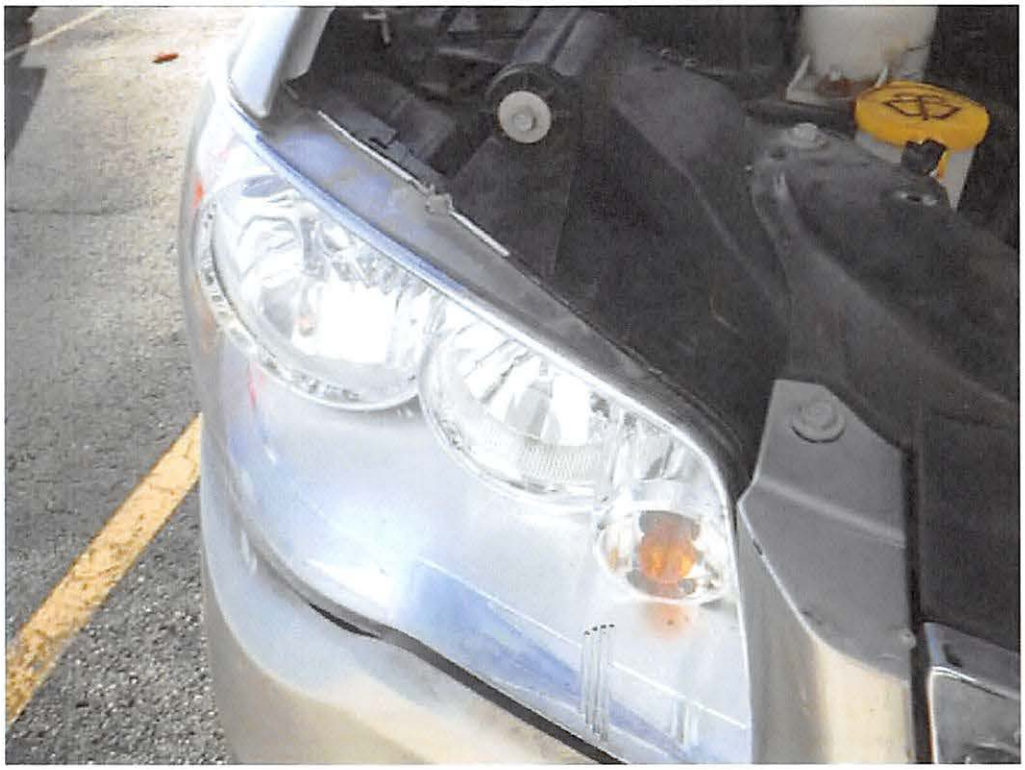
PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1000990PP A/M CAPA Bumper cover Quote: 714014927 Expires: 12/27/20	$ 376.00
6	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1006218DSC A/M CAPA Impact bar Quote: 714133688 Expires: 12/26/20	$ 390.00
8	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1200350 A/M Upper grille Quote: 714150069 Expires: 12/26/20	$ 440.00
10	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH2503192C A/M CAPA RT Headlamp assy w/o HID headlamps Quote: 714019220 Expires: 12/27/20	$ 281.00



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO1
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RT H/LMP

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO2**
File Date:	**11/11/2020**
Label:	**RT H/LMP**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



HORN / RAD SUPT BRACE

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO3**
File Date:	**11/11/2020**
Label:	**HORN / RAD SUPT BRACE**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



VIN

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO4
File Date: 11/11/2020
Label: VIN
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



RF

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO5
File Date:	11/11/2020
Label:	RF
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



LR

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO6
File Date:	11/11/2020
Label:	LR
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO7
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



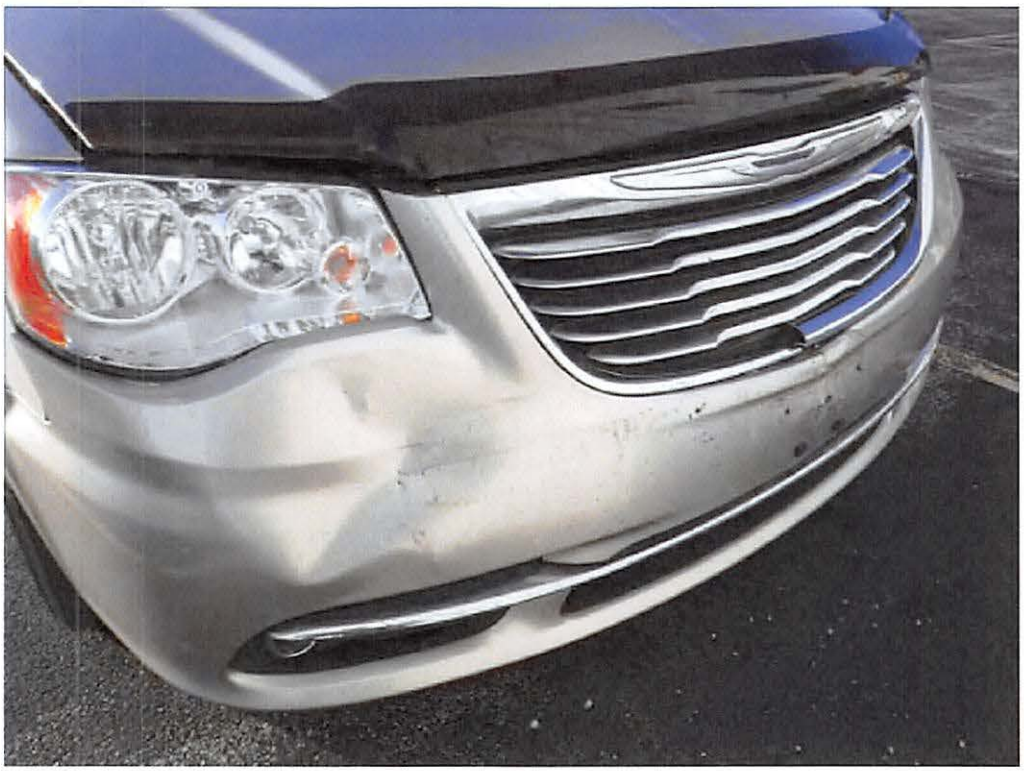
HORN

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO8**
File Date:	**11/11/2020**
Label:	**HORN**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



LIC PLT

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO9
File Date: 11/11/2020
Label: LIC PLT
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



POI

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO10
File Date:	11/11/2020
Label:	POI
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RR

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO11
File Date:	11/11/2020
Label:	RR
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



INTERIOR

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO12
File Date: 11/11/2020
Label: INTERIOR
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



ODOMETER

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO13
File Date: 11/11/2020
Label: ODOMETER
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



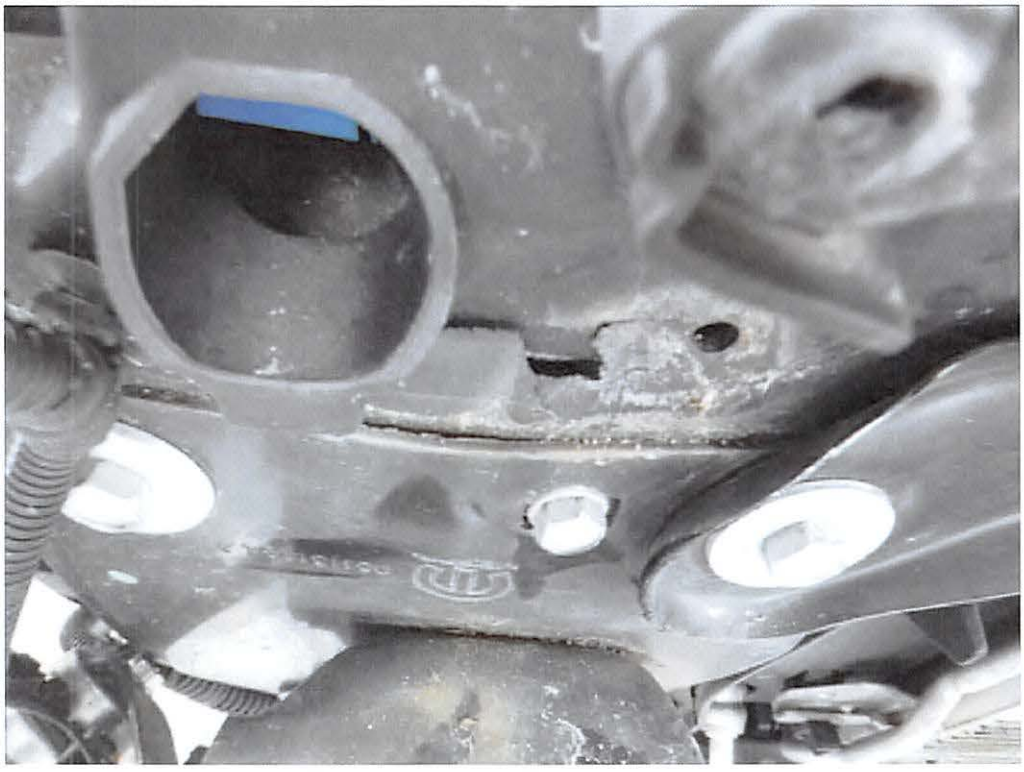
LF

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO14**
File Date:	**11/11/2020**
Label:	**LF**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



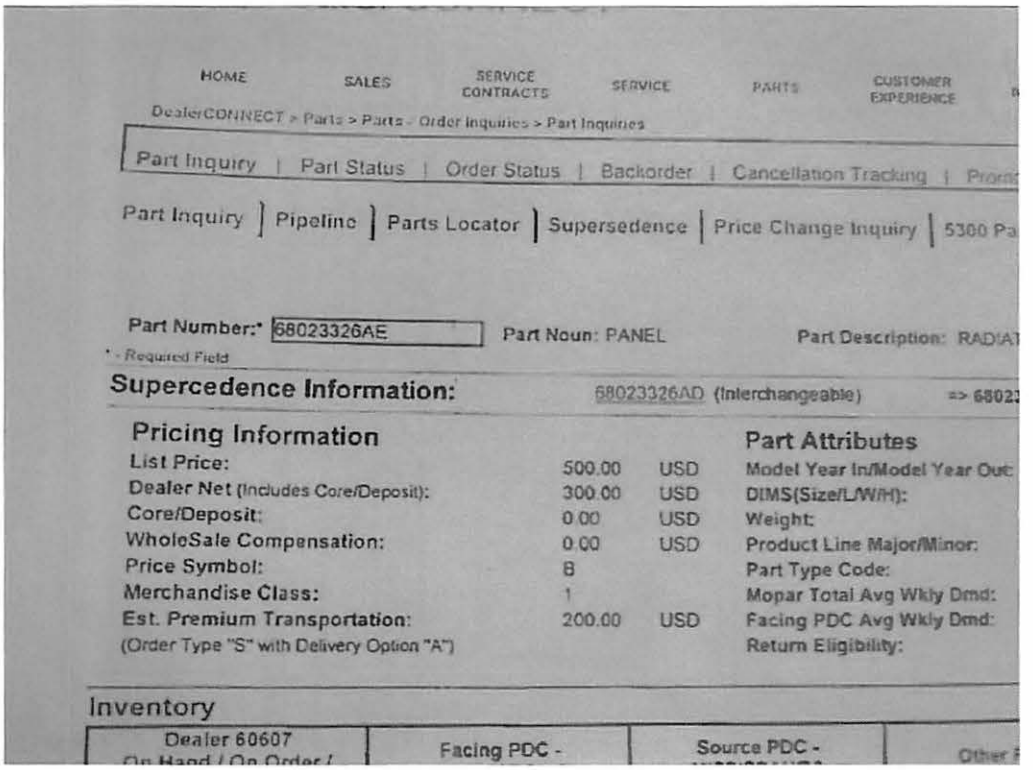
FRT BMPR / GRILLE

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO15
File Date:	11/11/2020
Label:	FRT BMPR / GRILLE
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



S1 RAD SUPT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO16
File Date:	11/24/2020
Label:	S1 RAD SUPT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01



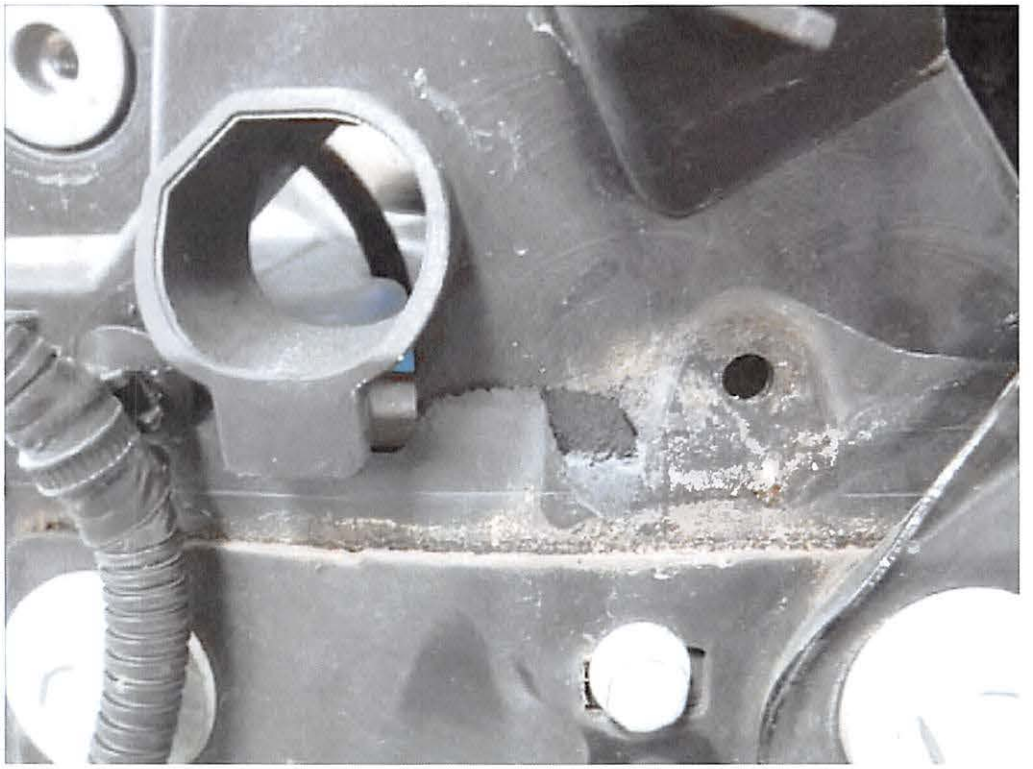
S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO17
File Date: 11/24/2020
Label: S1 RAD SUPT
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



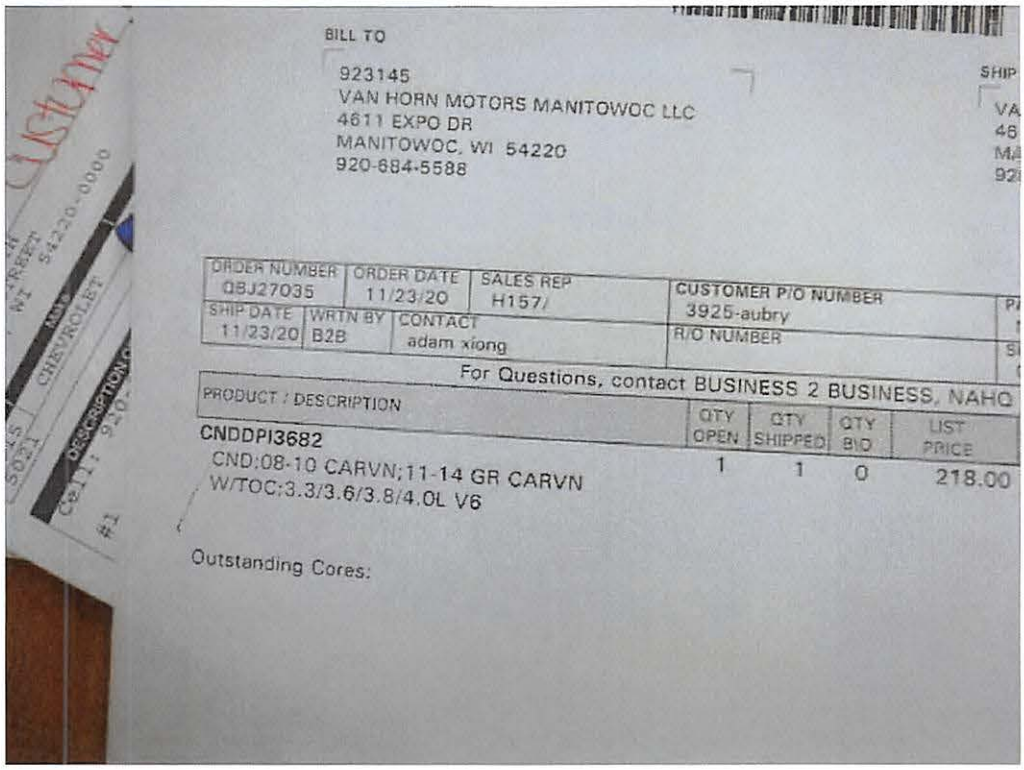
S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO18**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



S1 RAD SUPT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO19
File Date:	11/24/2020
Label:	S1 RAD SUPT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01



BILL TO

923145
VAN HORN MOTORS MANITOWOC LLC
4611 EXPO DR
MANITOWOC, WI 54220
920-684-5588

SHIP
VA
46
MA
92

ORDER NUMBER	ORDER DATE	SALES REP	CUSTOMER P/O NUMBER
QBJ27035	11/23/20	H157/	3925-aubry
SHIP DATE	WRTN BY	CONTACT	R/O NUMBER
11/23/20	B2B	adam xiong	

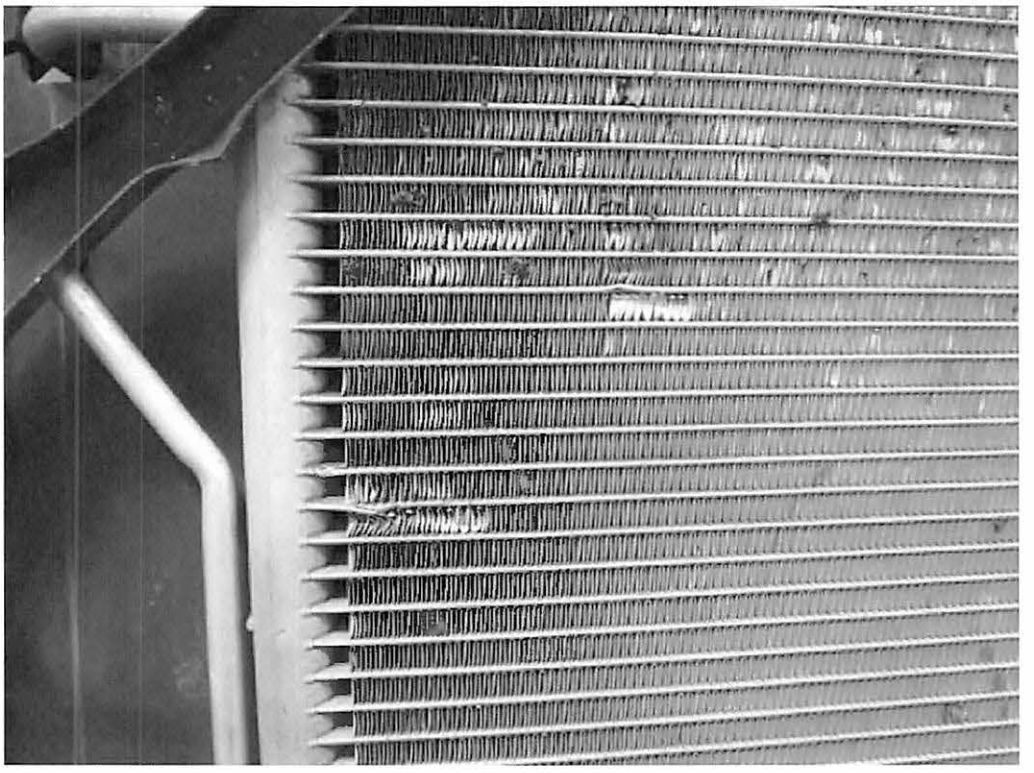
For Questions, contact BUSINESS 2 BUSINESS, NAHO

PRODUCT / DESCRIPTION	QTY OPEN	QTY SHIPPED	QTY B/O	LIST PRICE
CNDDPI3682 CND:08-10 CARVN;11-14 GR CARVN W/TOC:3.3/3.6/3.8/4.0L V6	1	1	0	218.00

Outstanding Cores:

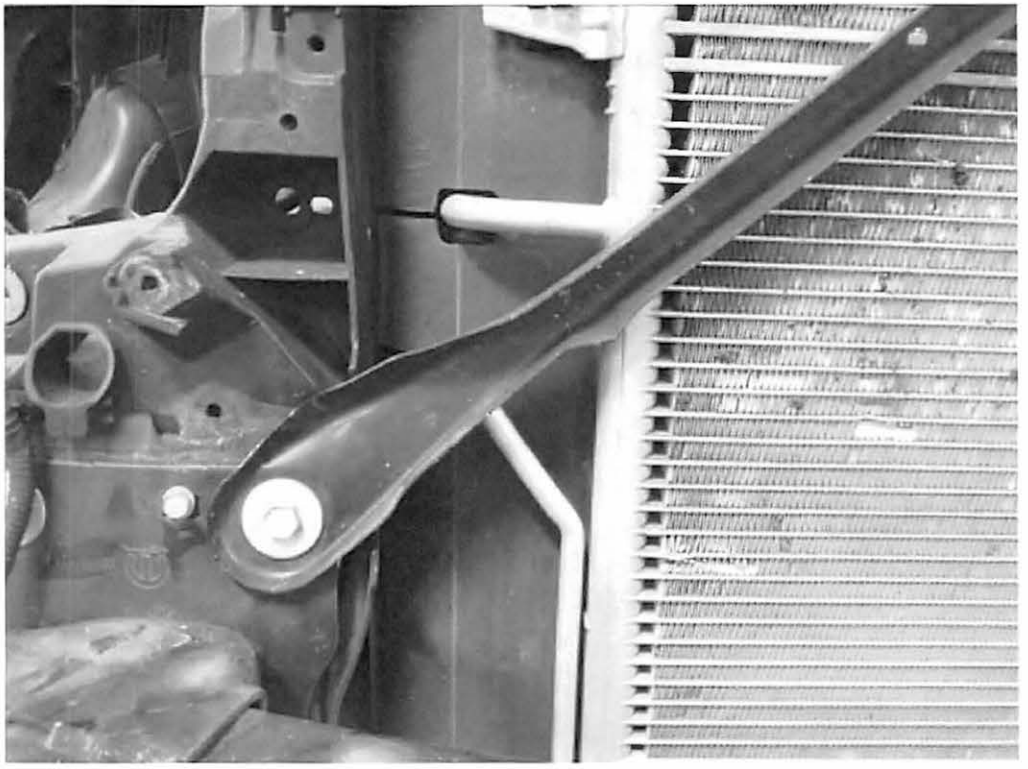
S1 CND

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO20
File Date: 11/24/2020
Label: S1 CND
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 A/C COND

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO21
File Date: 11/24/2020
Label: S1 A/C COND
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO22
File Date:	11/24/2020
Label:	S1 RAD SUPT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE – SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

11/06/2020 11:29 AM

Owner

Owner: STEVEN L AUBRY
Address: 4720 COLUMAS STREET
City State Zip: Two Rivers, WI 54241
Work/Day: (920)793-3995
FAX:

Control Information

Claim # : RA2605
Insured Policy # :

Ins. Company: ACUITY INSURANCE
Email: claims@acuity.com

Inspection

Inspection Date: 11/06/2020 11:29 AM
Primary Impact: Front
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Chrysler Town & Country Touring 4 DR Pass. Van Extended
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 311CBW
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CASHMERE PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PFS
Lic State: WI
VIN: 2C4RC1BG0FR646796
Mileage: 82,714
Mileage Type: Actual
Code: M6664B
Int. Color: Dk Frost Beige/Med Beige
Int. Refinish: Two-Stage
Int. Trim Code: H7LL

Options - ***AudaVIN Information Received***

1st Row LCD Monitor(s)	2nd Row Head Airbags	3rd Row Head Airbags
7 Passenger Seating	AM/FM CD Player	***Alarm System***
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Auto Load Leveling	Automatic Dimming Mirror	Auxiliary Audio Input
Bodyside Moldings	Bucket Seats	***Camper/Towing Package***
Captain Chairs (4)	Center Console	Chrome Grille
Color-Keyed Bumper(s)	Cruise Control	DVD Player
Daytime Running Lights	Driver Information Sys	Driver Knee Airbag
Dual Air Conditioning	Dual Airbags	Dual Power Sliding Doors
Dual Zone Auto A/C	Elect. Stability Control	Electronic Compass
Floor Mats	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	***Heated Front Seats***
Heated Power Mirrors	Heated Rear Window Wiper	***Heated Steering Wheel***
Illuminated Visor Mirror	Intermittent Wipers	***Keyless Access System***
Keyless Entry System	***Keyless Ignition System***	LED Brakelights
Leather Shift Knob	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Drivers Seat	Power Liftgate
Power Quarter Windows	Power Steering	Power Windows
Privacy Glass	Pwr Accessory Outlet(s)	Pwr Driver Lumbar Supp
Rear Entertainment Systm	Rear Heater	***Rear Side Wndw Sunshades***
Rear Spoiler	Rear Step Bumper	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Remote Starter	Roof/Luggage Rack	Side Airbags
SiriusXM Satellite Radio	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Third Seat (trucks)
Tilt & Telescopic Steer	Tire Pressure Monitor	Touch Screen Display
Traction Control System	***Trailer Hitch***	Trip Computer
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect
Wood Interior Trim		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	18	46	Cover,Front Bumper	68088967AA	$457.00			1.9	SM
2	L	18	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	E	5	46	Reinf,Front Bumper	5113162AA	$459.00			1.9	SM
4	E	31	#	Brkt,Front Lic Plate	5288487AC	$83.75			0.2	SM
				# = 01, 46						
5	E	19	49	Absorber,Front Bumper	68082094AB	$109.00			0.1	SM
6	E	13	46	Brkt,Front Bumper Mtg LT	5113137AA	$11.70			INC	SM
7	E	14	46	Brkt,Front Bumper Mtg RT	5113136AA	$8.75			INC	SM
Front End Panel And Lamps										
8	E	8	46	Grille Assembly	68100692AB	$545.00			INC	SM
Radiator Support										
9	E	49	46	Brace,Radiator Panel RT	68023328AA	$51.70			0.1	SM
10	E	913		Horn,High Note	5026986AD	$69.20			0.1	SM
Manual Entries										
11	SB			Hazardous Waste	Sublet Repair	$5.00*				RF*
12	L			Flex Additive	Refinish	$6.00*				SM

12 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts			$1,795.10	
Other Parts			$6.00	
Paint & Materials	3.7 Hours @ $40.00		$148.00	
Parts & Material Total				$1,949.10
Tax on Parts & Material	@ 5.500%			$107.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$60.00	4.3		4.3	$258.00	
Mech/Elec (ME)	$120.00					
Frame (FR)	$75.00					
Refinish (RF)	$60.00	3.7		3.7	$222.00	
Labor Total				8.0 Hours		$480.00
Tax on Labor	@ 5.500%				$26.40	
Sublet Repairs					$5.00	
Tax on Sublet	@ 5.500%				$0.28	
Gross Total						**$2,567.98**
Net Total						**$2,567.98**

Alternate Parts Y/08/00/00/08/07 Cumulative 08/00/00/08/07 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 01/08/2021 01:44 PM REL 8.0.911 Update 5 DT 10/01/2020
State Disclosure:WI
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

Solera Audatex

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Solera




827 14 mi


1BG0FR646796











2020 VAN HORN MOTORS OF MANITOWOC $1,331.40 12985661 Honored 12/02/2020

Pay To: VAN HORN MOTORS OF MANITOWOC

Mail To: VAN HORN MOTORS OF MANITOWOC
PO BOX 298
PLYMOUTH, WI 53073

Service Dates:
In Payment of: SUPPLEMENT 1 FOR STEVEN AND SUSAN AUBRY

Payment Amount: $1,331.40
Payment Number: 12985661
Pay Period:
Invoice Number:
IRS Number: 473729523
IRS Type: FEIN
Payment Status: Issued
Status Date: 11/25/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: SUPPLEMENT 1 PAYMENT FOR STEVEN AND SUSAN AUBRY

2020 STEVEN L & SUSAN M AUBRY $2,761.51 12980175 Honored 12/01/2020

Pay To: STEVEN L & SUSAN M AUBRY
VAN HORN CHRYSLER DODGE JEEP RAM OF MANITOWOC

Mail To: STEVEN L & SUSAN M AUBRY
4720 COLUMBUS ST
TWO RIVERS, WI 54241

Service Dates:
In Payment of: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY

Payment Amount: $2,761.51
Payment Number: 12980175
Pay Period:
Invoice Number:
IRS Number:
IRS Type:
Payment Status: Issued
Status Date: 11/18/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY LESS YOUR $250 DEDUCTIBLE

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

_____

CITY CLERK

F&P

JAN 28 '21 PM 2:47
MKC #23-20

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

SM 1/28/21

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at $450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $12.093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Douglas A. Pessefall

44881400

Enc.

Route Equipment

PERSONAL PROPERTY TAX BILL FOR 2020

Bill #: 1129
Parcel #: 59281860858P
Alt. Parcel #:

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2021
$12,093.86
-- OR --
Pay First Installment
By January 31, 2021
$12,093.86

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3	Wisconsin Bank & Trust	Bring Tax Bill, Payment, Envelope
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Drive-Thru Drop Off Service only
NO IN-PERSON PAYMENTS		655 S Taylor Drive, Sheboygan	Mon-Fri – 9:00 to 4:00
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 S Business Drive, Sheboygan	No Saturday collection
CITY HALL.	DRIVE-THRU. Enclose a self-addressed stamped		Closed 12/24/20, 12/25/20,
	envelope if you would like a receipt.		01/01/21, and 01/18/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVETHRU.

IMPORTANT INFORMATION:	NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL
Drop Box:	Located on west side of City Hall – 828 Center Avenue, Sheboygan
Dates Municipality Closed:	12/24/20, 12/25/20, 12/31/20, 1/1/21
Online Payments:	www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
Other Information:	Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
Telephone:	920-459-3311

CO>

1/31/20

263606

Property Address

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129
Correspondence should refer to parcel number
PARCEL#: 59281860858P

SEQ# 950

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assm. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
Personal	Property	450,810	0.8108	Personal	Property	556,000	☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2019 Est. State Aids Allocated Tax Dist.	2020 Est. State Aids Allocated Tax Dist.	2019 Net Tax	2020 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,676,384	1,788,950	3,038.20	2,712.70	-10.7%
CITY OF SHEBOYGAN	13,124,440	13,404,466	5,310.01	4,659.14	-12.3%
SHEBOYGAN SCHOOL	60,579,469	63,347,472	4,856.74	4,284.31	-11.8%
LTC	2,863,312	3,016,646	475.70	437.71	-8.0%
Total	78,243,605	81,557,534	13,680.65	12,093.86	-11.6%
		First Dollar Credit			
		Lottery & Gaming Credit			
		Net Property Tax	13,680.65	12,093.86	-11.6%

Gross Property Tax	12,093.86
First Dollar Credit	
Lottery Credit	
Net Property Tax	12,093.86

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2021
▶ $ 12,093.86
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-4853 (R. 8-15)

School taxes reduced by school levy tax credit $ 826.85

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect credits)
0.026826955

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN SCHOOL	595,435.00	111.85	2037

II

R. O. No. _____ - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a Summons and Complaint in the matter of Roswitha T. Both vs. City Plan Commission of the City of Sheboygan.

_____
CITY CLERK

F&P

FILED
01-14-2021
JAN 21 21 AM 10:14
Sheboygan County
Clerk of Circuit Court
For Official Use 2021CV000015
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

ROSWITHA T. BOTH,
W233 N3044A Oakmont Court
Pewaukee, WI 53072,

Plaintiff,

vs.

CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

Defendant.

SUMMONS

Case Class: Complaint for Writ of Certiorari
Case No.
Case Code: 30955

Legal Process Service
Sheboygan, WI 53083
City Plan Commission
c/o the City of Sheboygan
Melissa Clevenger
by SCWDS Deputy Clerk
1-21-21 at 10:05 am

To: Defendant:
CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: 615 N 6th St, Sheboygan, WI 53081,

and to Plaintiff's Attorney, whose address is below. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you according to the demands of the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 14th day of January, 2021.

Electronically signed by
Kathleen Henry
WI State Bar No. 1118591
Dairyland Public Interest Law
PO Box 352
Madison, WI 53701
(608) 213-6857
khenry@dairylandpublicinterestlaw.com

Attorney for Plaintiff

FILED
01-14-2021
Sheboygan County
Clerk of Circuit Court
For 2021CV000015
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

ROSWITHA T. BOTH,
W233 N3044A Oakmont Court
Pewaukee, WI 53072,

Plaintiff,

vs.

Case No.
Case Code: 30955

CITY PLAN COMMISSION
OF THE CITY OF SHEBOYGAN,
City Hall
828 Center Avenue, Suite 208
Sheboygan, WI 53081,

Defendant.

COMPLAINT FOR WRIT OF CERTIORARI

Comes now Roswitha T. Both, and for her Complaint states as follows.

PARTIES

1. Plaintiff Roswitha T. Both ("Both") resides at W233 N3044A Oakmont Court, Pewaukee, WI 53072.

2. Both is a birdwatcher and enjoys birdwatching as well as recreating in Kohler-Andrae State Park.

3. Both is involved with an environmental organization that focuses on the Black River and Lake Michigan in Sheboygan, and seeks to preserve them from further environmental degradation.

4. Both spends a significant amount of volunteer time working on the preservation of the environment and on fighting climate change.

5. If the Project is built, Both believes that climate-change causing pollutants will increase due to the loss of heavily forested old-growth trees on the Kohler property.

6. If the Project is built, Both believes that the migratory and resident birds will suffer as they lose valuable habitat.

7. Both believes that the construction of a golf course on several acres of the Park and on 250-acres of the adjoining wooded area will make her significantly less able to enjoy her visits to the Park.

8. Both believes that water quality of Lake Michigan, the Black River, and groundwater, will suffer due to the deforestation of the Property, the erosion that will result from the Project, and the chemicals used on maintaining a large golf course.

9. Both is also concerned about the endangered species which are found in the Property and their impending loss of habitat.

10. If the Project is completed, Both will be harmed because she will lose the views of the woodlands next to the Park and suffer from knowledge of the increased carbon-causing pollutants caused by the loss of so many acres of mature trees.

11. Both will be harmed by knowing that many species, including threatened and endangered species, were detrimentally impacted by the deforestation of the Property.

12. She will be harmed by watching the detrimental impact of the golf course on erosion of Lake Michigan and knowing the water quality of the Lake, Black River and adjoining groundwater will be detrimentally impacted by the golf course.

13. The impacts to Both are direct and substantial and different from those of the general public.

14. Both is an aggrieved party as contemplated by Wis. Stat. § 62.23(7)(e)10.

15. The City Plan Commission of the City of Sheboygan ("Commission") is a zoning agency created under Wis. Stat. §§ 62.23, with principal offices at City Hall, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

JURISDICTION

16. This Court may have jurisdiction over the subject matter of this action pursuant to Wis. Stat. § 62.23(7)(e)(10); however, plaintiff finds no statute authorizing review of the grant of a conditional use permit by a Plan Committee when the CUP has not first been affirmed by either a Common Council or Zoning Board of Appeals.

VENUE

17. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(2) because the claim arose in Sheboygan County.

BACKGROUND

18. On November 20, 2020, Kohler Company ("Kohler"), submitted its application for a conditional use permit ("CUP") to the City of Sheboygan.

19. Kohler seeks a CUP to develop an 18-hole championship golf course ("the Project") on 250 acres of land that Kohler owns that are zoned Property Suburban Residential-5 ("SR-5").

20. Kohler requests the City to allow in this SR-5 district an outdoor institutional land use, a privately-owned public golf course, removal of more than 50% of woodlands on the Property, a pond, a multi-level club house with banquet facilities with a first floor of 8,800 square feet floor, a Lake Michigan observatory tower, parking lots providing more than 210 spaces, a 15,000 square-foot maintenance building and a smaller maintenance building, and storage buildings.

21. The Property is located between the Black River and Lake Michigan, north and east of the John Michael Kohler and Terry Andrae State Parks in the City of Sheboygan, Sheboygan County, Wisconsin.

22. Kohler acquired a total of approximately 468 acres in the vicinity during the 1930's. In 1965, Kohler donated 221 acres to the State of Wisconsin for the creation of the John Michael Kohler State Park. The remaining 250-acre parcel retained by Kohler has remained in private ownership.

23. The Project is proposed on a vast, undeveloped tract between Lake Michigan and the Black River. The Property is almost entirely forested with mature trees. The Property has not been logged in over 150 years.

24. The Property contains three types of high-quality wetlands which are directly connected to the groundwater: Great Lakes ridge and swale, interdunal, and forest floodplain.

25. The Property is also an important stopover point for migratory birds, due to the paucity of unfragmented forest blocks elsewhere along the Lake Michigan shoreline.

26. The Property also has a large number of a diverse population of resident birds.

27. On December 15, 2020, the Plan Commission held a public meeting on the CUP.

28. The official Minutes of the Meeting do not state how many people spoke in favor and in opposition to the Project.

29. The Minutes state that the Motion to Approve the CUP passed but do not state how many Commission members voted for and against it.

30. The Minutes do not contain statements by the Commissioners explaining their decisions.

31. Citizens opposed to the project were informed by City officials that the only avenue for appealing the Plan Commission decision was by filing suit in circuit court and that the City of Sheboygan Common Council and Zoning Board of Appeals would not accept an appeal.

32. Plaintiff files this Complaint to the Circuit Court within thirty days of the Plan Commission decision as is required by Wis. Stat. § 62.23(7)(e)(10) for review of Zoning Board of Appeals and Common Council decisions, but plaintiff argues that this matter should be reviewed by a City body before going to Circuit Court as required by relevant statutes and ordinances.

CLAIM I
THE CONDITIONAL USE PERMIT IS VOID BECAUSE THE PLAN COMMISSION LACKED AUTHORITY TO TAKE FINAL ACTION ON GRANTING A CONDITIONAL USE PERMIT AS REQUIRED BY WIS. STAT. SECTION 62.23

33. Plaintiff realleges and incorporates by reference all preceding paragraphs.

34. Wis. Stat. § 62.23(7)(am) states the following: "For the purpose of promoting health, safety, morals or the general welfare of the community, the *council* may regulate and restrict.... the location and use of buildings, structures and land..." (emphasis added).

35. This shows that the Common Council is the governmental body that may enact zoning changes.

36. Wis. Stat. § 62.23(5) states: "MATTERS REFERRED TO CITY PLAN COMMISSION. The *council, or other public body* or officer of the city *having final authority* thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters..." (emphasis added).

37. The City Plan Commission is not the body with final authority.

38. Wis. Stat. § 62.23(7)(e) allows for a Board of Appeals to make final decisions on some zoning matters.

39. The statute does not grant the same authority to the Plan Commission.

40. This Court should reverse the decision of the Plan Commission and find the CUP void because it was not granted by a body with proper authority to make the decision final.

CLAIM II
THE CONDITIONAL USE PERMIT IS VOID BECAUSE THE PLAN COMMISSION'S DECISION WAS ARBITRARY AND CAPRICIOUS AND NOT IN FURTHERANCE OF THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IN VIOLATION OF WIS. STAT. SECTION 62.23

41. Plaintiff realleges and incorporates by reference all preceding paragraphs.

42. Wis. Stat. § 62.23(7)(am) requires the Council to promote the health, safety and welfare of the community.

43. The Project area contains over 170 acres of woodlands.

44. The developer will clear cut more than 85 acres of those woodlands.

45. Although the developer plans to plant some trees as mitigation, the planting of new trees will not make up for the terrible impacts the loss of 85 acres of mature trees will have on climate change, bird and wildlife habitat, and wetlands.

46. The destruction of so many acres of woodlands is not in furtherance of the public health.

47. Maintenance of a golf course requires pesticides, herbicides, and chemical agents.

48. These pollutants will seep into the groundwater and into the Black River and Lake Michigan.

49. The addition of pollutants into these bodies of water is not in furtherance of the public welfare and safety.

50. The Plan Commission acted arbitrarily and capriciously in granting the CUP.

51. This Court should reverse the decision of the Plan Commission and find the CUP void.

CLAIM III

THE CONDITIONAL USE PERMIT IS VOID IN THAT THE MUNICIPALITY HAD CONTRACTED AWAY ITS RIGHT TO DENY THE APPLICATION IN A 2017 PREANNEXATION AND DEVELOPMENT AGREEMENT, MAKING THE DECEMBER 15, 2020, HEARING A SHAM BECAUSE THE OUTCOME WAS PREDETERMINED

52. Plaintiff realleges and incorporates by reference all preceding paragraphs.

53. Wisconsin courts firmly hold that a municipality may not contract away its zoning authority. *State ex rel. Zupancic v. Schimenc*, 46 Wis. 2d 22, 28, 174 N.W.2d 533 (1970); *Town of Cedarburg v. Shewczyk*, 259 Wis.2d 818, 829-30, 656 N.W.2d 491 (Ct. App. 2002).

54. But the City of Sheboygan did just that when it signed a Preannexation and Development Agreement in 2017, stating that, "the City intends to grant various government approvals benefiting Developer...Necessary governmental approvals include...conditional use permits." Kohler CUP Application, p. 78.

55. It is highly conceivable that city officials have been advised that if they say "no" to anything Kohler asks, the officials will subject the City to litigation by Kohler.

56. This CUP is based on the City illegally contracting away its zoning authority to a private entity in 2017.

57. The 2017 Agreement also is an illegal attempt to bind future governmental bodies.

58. In 2017, the City illegally abdicated its duty to protect the health, safety and welfare of the public.

59. Therefore, the CUP is void and this Court should reverse the decision of the Plan Commission.

CLAIM IV

THE CONDITIONAL USE PERMIT IS VOID IN THAT THE APPLICANT FAILED TO DEMONSTRATE THAT CLEAR CUTTING WILL IMPROVE THE LEVEL OF ENVIRONMENTAL PROTECTION ON THE SUBJECT PROPERTY IN VIOLATION OF CITY OF SHEBOYGAN ZONING ORDINANCE 15.206(2)(g)(3)(a)

60. Plaintiff realleges and incorporates by reference all preceding paragraphs.

61. Sheb. Ord. § 15.206(2)(g)(3)(a), the ordinance concerning conditional uses for clear cutting, requires the applicant to "demonstrate that clear cutting will improve the level of environmental protection on the subject property."

62. Kohler has not demonstrated that the proposed deforestation will improve the level of environmental protection on the property.

63. There will be a substantial loss of carbon capturing trees, bird habitat, erosion control, and water quality and wetlands.

64. The planting of new trees in other places will not make up for these tremendous losses.

65. Since the applicant has not complied with the Ordinance, the CUP is void and this Court should reverse the decision of the Plan Commission.

CLAIM V
THE CONDITIONAL USE PERMIT IS VOID IN THAT THIS APPLICATION FOR A CUP WAS PLACED ON THE AGENDA WHEN THE APPLICATION WAS INCOMPLETE IN VIOLATION OF CITY OF SHEBOYGAN ORDINANCE SECTION 15.905(3).

66. Plaintiff realleges and incorporates by reference all preceding paragraphs.

67. City Sheb. Ord. § 15.905(3) requires that: "All applications for proposed conditional uses shall be approved as completed by the Zoning Administrator prior to the initiation of this procedure. No placement of the application on any agenda, as an item to be acted upon, shall occur unless said certification has occurred."

68. The Kohler CUP was placed on the agenda when it was incomplete in violation of this Ordinance.

69. The CUP application was incomplete in that it lacked an accurate map of the property depicting the land that falls within overlay districts.

70. The Application does not accurately identify where the Lake Michigan ordinary high-water mark ("OHWM") falls on the Property.

71. Without accurate identification of the OHWM, it is impossible to state the extent that the golf course will contribute to further erosion of the shoreline of Lake Michigan.

72. Therefore, the CUP is void and this court should reverse the decision of the Plan Commission.

WHEREFORE, plaintiff respectfully requests that this Court:

A. Grant to the Plaintiff a Writ of Certiorari and issue an Order to the Plan Commission to certify to the Court, at a specified time and place, the full record before the Plan Commission;

B. Following the certification and transmission of the Record by defendant, set this matter for hearing;

C. Reverse the decision of the Plan Commission for any of the reasons stated above;

D. Declare the CUP void for any of the reasons stated above;

E. Award costs and reasonable attorney fees to plaintiff; and

F. Grant such further relief as the Court deems just and equitable.

Dated this 14th day of January, 2021.

Electronically signed by
Kathleen Henry
WI State Bar No. 1118591
Dairyland Public Interest Law
PO Box 352
Madison, WI 53701
(608) 213-6857
khenry@dairylandpublicinterestlaw.com

Attorney for Plaintiff

FILED
01-14-2021
Sheboygan County
Clerk of Circuit Court
2021CV000015
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Roswitha T Both vs. City Plan Commission of the City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000015
Class Code: Petition for Writ of Certiorari

CITY PLAN COMMISSION OF THE CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 208
SHEBOYGAN WI 53081

UNREDACTED

Case number 2021CV000015 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: ba5ece

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: January 15, 2021

II

R. O. No. ____ - 20 - 21. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS. February 1, 2021.

Submitting for information the signed Tentative Agreement regarding the collective bargaining contract between the City of Sheboygan and the International Association of Firefighters Local 483. The final contract will be submitted for approval by the Common Council once it has been finalized.

_____
Director of Human Resources and
Labor Relations

F&P

1/15/2021

Tentative Agreement
City of Sheboygan
Sheboygan, Wisconsin
and
International Association of Firefighters
Local 483

City 1. The City desires to enter into a three-year contract: January 1, 2021 to December 31, 2023

City 3. Article IV Residency Requirement:

The Director of Human Resources and Labor Relations, with input and/or recommendation of the Fire Chief, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

City 5. Article VIII Overtime and Compensatory Time:

6. Staffing Shortage

Staffing shortage shall be defined as the need for additional staffing to meet the minimum line firefighting staffing level of the department under normal circumstances.

Staffing shortage records will be maintained by the office of the Fire Chief or his/her designee.

All line personnel shall have their names placed, according to their current job classification, on a "staffing shortage" list categorized by the following positions: Officer, Fire Equipment Operator, Firefighter/Paramedic.

New employees will be placed on the Firefighter/Paramedic job classification list and assigned overtime hours equal to the employee with the highest cumulative number of overtime hours in any job classification. Upon promotion, the employee's name shall be placed within the new job classification carrying over the cumulative number of overtime hours worked from the previous job classification. If an employee changes jobs and work schedules from a forty (40) hour to fifty-six (56) hour week, the employee will be placed in the appropriate job classification and assigned overtime hours equal to the employee with the highest cumulative total in the same job classification.

City 6. Article VIII Overtime and Compensatory Time

(a). When a call-in is required, the Fire Chief or his/her designee will use the appropriate list to fill the position.

City 8. Article VIII Overtime and Compensatory Time

6. (c). If notification to the Battalion Chief necessitates an unanticipated call-in requiring same-day (more than one hour notice) overtime call-in, the Battalion Chief shall fill the need as soon as practicable.

City 9. Article VIII Overtime and Compensatory Time

6. (d). If an immediate need for an employee call-in occurs (less than one hour notice), the Fire Chief or his/her designee may use appropriate judgment to fill this need. That judgment would include the employee's placement on the call-in list, location of an employee's residence, the station where the vacancy exists, the time of day, the oncoming shift assignments, and other pertinent information.

City 10. Article VIII Overtime and Compensatory Time

6. (e). In the event no one from the given job classification has called to express interest, another job classification list may be used provided the employee is qualified for the needed position. If the vacancy is still unable to be filled, the Fire Chief or his/her designee will order in the qualified employee with the least departmental seniority from the needed job classification list. Employees ordered in for staffing shortage overtime will not have those hours added to his/her accumulated total overtime hours list.

City 11. Article VII Overtime and Compensatory Time

6. (e) *Paragraph 2*

In the event mandatory overtime is required again from that same job classification, all previously mandated employees will be bypassed and the Fire Chief or his/her designee will proceed to order in the next least senior employee. This process continues as needed. This system shall apply to all categories. The Fire Chief or his/her designee has the authority to order in an employee in any category to fill any vacancy when the Fire Chief or his/her designee is unable to contact an employee from the needed job classification. The Fire Chief or his/her designee will not mandate any employee on scheduled leave to accept involuntary overtime. Employees remain on the list in case of a recurrence of mandatory overtime. Each calendar year, the system starts anew.

City 13. Article VIII Overtime and Compensatory Time

6. (g) A new cumulative total of overtime hours will be recorded on the list when the assignment is accepted. Once accepted, it is the employees responsibility to report to duty that day or find a qualified replacement to work the overtime. The arrangements must be approved by a Captain, and then communicated to the duty Battalion Chief. The employee who works the overtime hours shall receive the pay not the person who originally accepted it.

City 14. Article VIII Overtime and Compensatory Time

6. (i). In the event that the Fire Chief or his/her designee shortens the accepted hours of the scheduled call-in, the Fire Chief or his/her designee will contact the employee and offer the hours under the new circumstances. If the employee declines, the Fire Chief or his/her designee will continue down the list using the normal procedure. In the event that the Fire Chief or his/her designee shortens the accepted hours after an employee has reported for duty, the employee will receive a minimum of two (2) additional hours

beyond the shortened call-in time provided the employee agrees to work the two (2) additional hours. The Fire Chief or his/her designee will make the appropriate adjustment to the records.

City 15. Article VIII Overtime and Compensatory Time

6 (k) TO BE DELETED

City 18. Article VIII Overtime and Compensatory Time

9. **No Pyramiding, duplicating or compounding.** Application of the provisions contained in this Article shall not involve pyramiding, duplicating, or compounding of overtime.

City 19. Article IX Promotions and Transfers

A. The Fire Chief shall establish promotional procedures pursuant to applicable Wisconsin Statutes which include, but are not limited to, an evaluation of merit and ability in order to determine qualified employees for promotion. The Fire Chief or his/her designee will notify the Union President in writing ten (10) days prior to the announcement of the promotion process with any changes.

City 20. Article IX Promotions and Transfers

Section B is to be deleted as there is no Fire Prevention Bureau

City 21. Article IX Promotions and Transfers

H. Transfers: The Fire Chief will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Fire Chief for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) day notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as part of a formal program of work performance improvement, or if recommended to an employee as part of a program developed under the City Employee Assistance Program. Transfers that take place other than during January or February shall be discussed with the Union's Executive Board before being made with the exception of probationary employee(s).

City 24. Article IX Promotions and Transfers

K. 2. (f).

The employee holds another job wherein he/she is employed by another employer without specific written authorization therefore from the Fire Chief which written authorization shall be contained on a form as approved by the department. It is the employee's responsibility to inform the Fire Chief of other employment. The employee shall update the form annually and/or at the time of any employment changes.

City 25. Article IX Promotions and Transfers

Roving

K. All Lieutenant candidates on the current eligibility list shall be roved first to act up as the company officer whenever appropriate. The candidate may not "pass" on any potential movement to act up. This does have the potential to create additional roving. If there are no candidates from the Lieutenant eligibility list available for the tour, then the current roving process should be followed as referenced in Article XIX, Section E.

City 26. Article X Grievance Procedure

D. All grievances and grievance appeals shall set forth the provisions of the Agreement and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Union or employee within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of this grievance and arbitration procedure. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified; and in the event such grievances are not so answered, they shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the Union or the employee. Abandoned grievances shall not be considered precedent for future cases. By mutual agreement and in writing, the parties may waive any of the steps contained in this grievance and arbitration procedure.

City 27. Article X Grievance Procedure

E. 1. The aggrieved employee and/or his/her Union steward shall, within ten (10) calendar days of the date the alleged grievance occurred, submit the facts of the grievance in writing, signed by the complainant, to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall, within ten (10) calendar days, reply to the grieving party in writing giving his/her decision with a copy to the Fire Chief.

E. 2. Should the Union grievance committee decide that the reply of the Fire Chief or his/her designee is unsatisfactory, the Union shall within ten (10) calendar days submit the facts of the grievance in writing to the Fire Chief or his/her designee with a copy to the Director of Human Resources and Labor Relations. The Fire Chief, his/her designee, and the Director of Human Resources and Labor Relations shall within ten (10) calendar days hold a meeting with the aggrieved employee, his/her immediate supervisor, and no more than two (2) Union representatives that the aggrieved employee shall wish in attendance. The Fire Chief or his/her designated representative shall within ten (10) calendar days of the meeting furnish the Union grievance committee his/her written response with a copy to the Director of Human Resources and Labor Relations. In cases of discipline administered by the Fire Chief or his/her duly authorized subordinate, the

grievance shall be initiated at Step 2 of the grievance procedure. Disciplinary action imposed by a duly designated subordinate is subject to review of the Fire Chief; however, the Fire Chief reserves the right to take official action without prejudice based upon his/her own findings. Decisions made at any level below that of the Fire Chief shall not be interpreted as setting a precedent. The disciplinary action taken shall be considered final and binding unless a written appeal to arbitration is made within ten (10) days of said disciplinary action in accordance with Step 3 of this subsection as the sole remedy of said disciplinary action.

City 28. Article X Grievance Procedure

E. 3. Final Disposition- Arbitration:

If a timely written grievance has not been disposed of as aforesaid to the satisfaction of either party, the City or the Union Executive Board, no later than ten (10) calendar days upon receipt of written response under Step 2, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A copy of such request shall be forwarded to the Director of Human Resource and Labor Relations and the City Attorney.

E. 3. (a) The selection of an impartial arbitrator shall be as follows:

The Director of Human Resources and Labor Relations and the representative for the Union shall meet and confer for the purpose of selecting an impartial arbitrator acceptable to both parties. In the event the representative for the Union and the Director of Human Resources and Labor Relations are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, the representative for the Union or the Director of Human Resources and Labor Relations shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator. After such panel of names is received, the Director of Human Resources and Labor Relations and the representative for the Union shall alternately eliminate names from such list until one name remains with the appealing party making the initial elimination. Such remaining person shall then become the arbitrator. The arbitrator shall first determine whether the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no power to modify, amend, add to, or subtract from the language of this Agreement in arriving at a determination of any issue presented to him/her for arbitration within the limits expressed herein. No award of any arbitrator may be retroactive for any period prior to the execution of this Agreement.

The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party whom the decision is rendered against; however, each party shall be responsible for compensating its own representatives, witnesses, and such other

expenses incurred in the process of selecting an arbitrator and during the arbitration process.

The arbitrator shall submit his/her award in writing to 1) Attorneys of Record, 2) the Union of Firefighters, and 3) the Director of Human Resources and Labor Relations.

City 29. Article IX Grievance Procedure

E. 3. (d). As stated in Chapter 788, the latest State statute(s) shall apply.

City 30. Article XI Prohibition of Strikes

E. An employee who commits any of the acts prohibited in this section after an injunction or restraining order has been issued may be subject to the following penalty. Whoever violates this section after an injunction or restraining order has been issued against such a prohibited activity has been issued shall be fined seventy five dollars. After the injunction has been issued, any employee who is absent from work because of purported illness shall be presumed to be on strike unless the illness is verified by a written report from a physician to the employer. Each day of continued violation constitutes a separate offense. The court shall order that any fine imposed under this subsection be paid by means of a salary deduction at a rate to be determined by the court.

City 33. Article XV Base Pay and Longevity Plan

B. There shall be pay scales F and H for employees in the Fire Department.

City 35. Article XV Base Pay and Longevity Pay

D. Schedule H

Entrance Rate
Step 2 After twelve (12) months
Step 3 After twenty four (24) months
Step 4 After thirty six (36) months requires FEO certification, see Article XIX D.
Step 5 After forty eight (48) months
Step 6 After sixty (60) months

City 36. Article XV Base Pay and Longevity Pay

E. All advances are on the employee's anniversary date and the new rate shall be paid on the first full pay period thereafter. Advancement to each step (intermediate and longevity) shall be made in accordance with the steps listed prior unless the employee's performance is rated unsatisfactory on the annual final personnel evaluation report. Employees will have an annual performance evaluation, but pay increases occur on the employee's anniversary date.

The evaluation on the Personnel Change Notice form is intended to be a synopsis of the more detailed Fire Department personnel evaluation completed by each employee's officer. If rated unsatisfactory, such employee shall be reevaluated after six (6) months from the initial unsatisfactory evaluation. If an employee who was rated unsatisfactory is not rated unsatisfactory at the end of the six (6) month reevaluation, the employee shall then receive the step or longevity increase that was withheld based upon his/her seniority. A Personnel Change Notice form shall be submitted in conjunction with the next full pay period after the employee receives the rating. The step increase will not be retroactive, but additional steps will continue to be based on the employee's date of hire. The Fire Chief or his/her designee must recommend in writing the advancement in salary of each employee in his/her department who has met the requirements for compensation advancement.

City 37. Article XVI Salary and Wage Schedule
Paragraph F.

City 38. Article XVI Salary and Wage Schedule
Firefighting Force

Grade	Title
01	Firefighter
02	Fire Equipment Operator
03	Fire Lieutenant
04	Fire Captain

City 39. Salary and Wage Schedule

C. All class grades shall receive a 2021 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2021, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2022 wage increase of two (2.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2022, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2023 wage increase of two and one half (2.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective January 1, 2023, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour.

City 41. Article XVII Holiday Pay

B. Due to the continuous operation of the Fire Department, members of the Fire Department, working a twenty-four (24) hour shift schedule, shall receive compensatory pay for holidays worked at the double time rate. Such compensatory pay shall be apportioned as follows: Regular biweekly pay, divided by ten (10), multiplied by fifteen and thirty-three hundredths (15.33), divided by the number of pay periods in the year.

City 42. Article XVIII Uniform Allowance

Section E, Lines 27- 28

Members of the Sheboygan Fire Department who purchase their helmet and boots shall do so in accordance with current department regulations regarding employee purchased personal protective equipment. The Sheboygan Fire Department is not responsible for the replacement and or costs associated with damage to any member's personal traditional helmet, eye protection, or boots.

City 43. Article XIX Special Salary Provisions (updated headers for section B and C).

B. Promotion to a class with higher pay range.

C. Employees at the minimum base pay range.

City 48. Article XIX Special Salary Provisions

H. Premium Pay for work outside normal station work hours.

2. *Training.* The Fire Chief may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by the Fire Chief or his/her designee and the Union president or their designee.

City 54. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

L. Leave periods will be selected by seniority. Trading or relinquishing selected dates is the responsibility of the employee. To ensure that the responsibility is properly placed, a cycle trade must be signed by both employees involved.

City 55. Article XXII Vacation – FLSA and Regular Compensatory Time – EMS Day Administration

P. Paragraph will be deleted.

City 56. Article XXIII Union Activities

A. The City agrees to allow a Union Steward and/or the members of the Grievance Committee sufficient time for the proper processing of a grievance as outlined in this Agreement. The aggrieved party shall also be given sufficient time during their tour of duty for the proper processing of his/her grievance.

City 57. Article XXIII Union Activities

D. Members of the bargaining committee who are on duty on the days the City meets with this committee shall also be given time off to attend such meetings up to a combined maximum of 200 hours for on duty time spent annually unless extended by mutual agreement. A rig may not be taken out of service without the Fire Chief's approval.

City 58. Article XXIII Union Activities

Last two paragraphs are duplicates of paragraphs F & G and are to be deleted.

City 60. Article XXVII Health Insurance

Section C. Employees who attain one hundred forty four days (1,152 hours) of unused sick leave shall be eligible to participate in the Good Attendance/Retirement Bonus Program effective January 1, 1988. Under the program and upon retirement the employee will be given a maximum of one (1) retirement insurance credit for each unused sick leave day accumulated after January 1, 1985 in excess of one hundred forty four (144) days. In each case of an extended non occupational injury or illness in excess of fifteen (15) consecutive tours of duty during the ten (10) calendar years immediately preceding an employee's retirement date an additional one half (½) credit will be given for each consecutive sick day used in excess of fifteen (15) consecutive tours of duty during said injury/illness. Effective January 1, 2007, upon retirement all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed during future contract negotiations.

1. Upon retirement all credits and monies referred to in Subsection (F) shall be placed into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will be paid in an amount equal to the cost of the lowest priced single health insurance plan until age sixty five (65) or until said retiree becomes eligible for Medicare or any government sponsored insurance, dies, or until the account is exhausted, whichever occurs first. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).

City 61. Article XXXIV Sec E Line 28

In the event an employee has been approved to attend outside training while on duty is unable to do so due to insufficient staffing, the employee, at the discretion of the Fire Chief enjoys the right to attend the class by making a trade under **Article XXXIII**. In the event an employee makes a trade as described, the City will grant the employee who has covered the trade time off at a later date under **Article XXII**. The employee shall have nine months to use the time after which the Fire Chief or his/her designee will assign the time off.

City 63. Article XXXIX Duration

A. This Agreement shall be effective when signed by both parties and shall remain in full force and effect until its expiration date, December 31, 2023.

B. On or before June 1, 2023, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next one hundred and twenty (120) days, the parties hereto shall meet and engage in such negotiations.

City 64. Article XL Retroactivity

A. Retroactivity will be paid on increases in salary from January 1, 2021, until this contract is executed. All benefits will be retroactive to January 1, 2021, unless otherwise noted.

B. All other changes in this Agreement shall be effective upon execution to be not later than ten (10) days after ratification by both parties, except where stated otherwise.

City 65. Article XXV Sick Leave

3. The administration of the sick leave pool shall be under the jurisdiction of the Fire Chief after he/she has consulted with the Director of Human Resources and Labor Relations, as well as, Local 483's Executive Board, in compliance with the applicable state and federal laws including ADA and FMLA, etc. Each employee must accumulate the basic one hundred forty-four (144) days' sick leave and all additional days shall then be credited to his/her retirement insurance credit account. An employee is not eligible to participate in the sick leave pool or bank if he/she is eligible for other City-paid benefit programs, including but not limited to the following list:

City-paid retirement disability programs
Social Security disability benefits
City-paid annuity programs

City 66. Other Notes:

Update Table of Contents
Addendum 1 – Pages 75- 80 should be removed
Index – Page 81 should be removed (or updated)
Addendum 3 – Pay schedules should be included

Union: Article XXVII – Health Insurance:
Replace $65 with "with a cap of ninety dollars per credit."

Signature Page



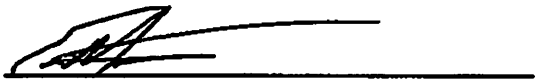
Chase Longmiller
Bargaining Chairperson, Local 483



Brendan Hughes
President, Local 483



Vicky Schneider
Dir. Of Human Resources/Labor Relations



Eric Montellano
Fire Chief

II

R. O. No. ____ - 20 - 21. By CITY ATTORNEY. February 1, 2021.

Submitting, as a matter of record, a copy of the Stipulation for Dismissal filed with the United States District Court, Eastern District of Wisconsin, on January 26, 2021 in the matter of Kurt R. Klessig and Mary A. Heitzmann v. Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department, et al., Case No. 17-CV-00031.

_____

City Attorney

F+P

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG, et al.,

Plaintiffs,

v.

ANTHONY HAMILTON et al.,

Defendants.

CASE NO: 17-CV-00031

STIPULATION FOR DISMISSAL

The parties, through their respective counsel, stipulate and agree that this matter should be dismissed in its entirety, with prejudice, and without costs to any party pursuant to F.R.C.P. Rule 41(a)(1)(A)(ii).

Date: January 26, 2021

Hale Lammiman Group, Ltd.
Attorneys for Plaintiffs

/s/ Christopher T. Hale
Christopher T. Hale

Date: January 26, 2021

Gunta Law Offices SC
Attorneys for Defendants

/s/ Ann C. Wirth
Ann C. Wirth

Date: January 26, 2021

Nielsen Zehe & Antas PC.
Attorneys for Wilson Mutual Ins. Co.

/s/ Christy Harrison Schaefer
Christy Harrison Schaefer

III

Res. No. ____ - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $5,140,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $5,140,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2021 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2021A (the "Notes") in an amount of approximately $5,140,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

F&P

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2021.

Dated _____ ___, 2021. _____, City Clerk

Approved _____ ___, 2021. _____, Mayor

III

Res. No. ____-20-21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2021.

WHEREAS, the City of Sheboygan has obtained necessary financial advisory services related to its municipal borrowing from Wisconsin Public Finance Professionals, LLC, for the last seven years; and

WHEREAS, the City desires to continue using Wisconsin Public Finance Professionals, LLC as its financial advisor for the 2021 calendar year; and

WHEREAS, the standard industry practice regarding financial advisory services of this nature is to enter into a separate agreement for each borrowing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Wisconsin Public Finance Professionals, LLC for financial advisory services, in substantially similar form to that attached to this Resolution, for each borrowing that the City issues during the 2021 calendar year.

BE IT FURTHER RESOLVED: That in the case of a General Obligation Borrowing, the appropriate City officials are hereby authorized to draw orders on the Debt Issuance Expense Account (Account No. 30115100-540117).

F&P

BE IT FURTHER RESOLVED: That in the case of a TID Borrowing, the appropriate City officials are hereby authorized to draw orders on the appropriate TID Debt Service Account.

_____

_____

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

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

------ 2021 Sample ------

Municipal Advisory Agreement

City of Sheboygan, Sheboygan County, Wisconsin

Wisconsin Public Finance Professionals, LLC ("WPFP") is a "municipal advisor" as defined by the Securities and Exchange Commission ("SEC") Final Rule adopted September 18, 2013. WPFP is registered and regulated by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). The City of Sheboygan, Sheboygan County, Wisconsin ("City"), hereby retains WPFP to serve as its Municipal Advisor in accordance with the terms and conditions of this Municipal Advisory Agreement ("Agreement") effective the date of execution (the "Effective Date"). As Municipal Advisor, WPFP will have fiduciary duties, including a duty of care and a duty of loyalty. WPFP is required to act in the City's best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WPFP is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB's website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WPFP. WPFP has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WPFP in its relationship with the City.

Scope of Municipal Advisory Services

WPFP is engaged by the City as its Municipal Advisor to provide services with respect to the issuance of $_____ General Obligation or Revenue Obligation, hereinafter referred to as the "Issue", as follows:

(a) Services to be Provided:

1. Prepare and/or evaluate structuring options or alternatives with respect to the proposed new Issue
2. Review financial and other information regarding City (Utility), the proposed Issue and any source of repayment of or security for the Issue
3. Consult with and/or advise City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans, or related to its outstanding issues

4. Assist City in establishing a plan of finance – establish the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing timeline
6. Consult and meet with representatives of City and its agents or consultants with respect to the Issue
7. Attend meetings of City's governing body, as requested
8. Advise City on the manner of sale of the Issue
9. For an Issue to be sold at negotiated sale, assist City in the selection of an underwriter with the preparation of an RFP; participate in pricing discussions; and, advise City on the acceptability of the underwriter's pricing and offer to purchase.
10. For an Issue to be sold at competitive sale, conduct steps necessary for the pricing and sale of the Issue, including preparation of the Official Notice of Sale and Bid Form, advertise the sale of the issue, assist potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Official Notice of Sale and current market conditions.
11. Assist in gathering of information with respect to financial, statistical and factual information relating to City (Utility) in connection with and the preparation of the Preliminary and Final Official Statement
12. Respond to questions from bidders, underwriters or potential investors
13. Provide City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities
14. Obtain CUSIP numbers and distribute an electronic version of the Preliminary and Final Official Statement
15. Advise City with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue
16. Prepare materials for, and participate in, presentation to rating agency
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of City and other documents necessary to finalize and close the Issue, and to issue an unqualified opinion approving the legality and tax status of the Issue
18. Coordinate closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary, together with general guidance for City with respect to the use of bond proceeds and the payment of debt service; prepare final amortization schedule.
20. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements
21. Advise City on potential refinancing opportunities of its outstanding issues, including exercise of optional call rights
22. Assist City with dissemination and publication of notices of call for issues being refunded

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) Unless otherwise provided in the Scope of Municipal Advisory Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor's Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 20___. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WPFP's fee for services performed under this Agreement shall be $_____ for the General Obligation or Revenue Obligation. WPFP's fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WPFP's fee is due and payable upon the closing of the Issue. The City shall pay the fees and expenses determined by each respective financing team participant (i.e. bond counsel, rating agency and underwriter), and costs associated with the printing and distribution of Official Statements ($1,000). If WPFP performs services under this Agreement, and, a financing is not consummated, WPFP shall be compensated at our normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent.

Limitation of Liability/Insurance

In the absence of willful misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, Municipal Advisor shall have no liability to City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of the Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPFP shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of $1,000,000 per occurrence, having a $5,000 deductible.

The City acknowledges that the City is responsible for the contents of Preliminary and Final Official Statements prepared for the Issue, and, is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement: _____, City Administrator, _____, Finance Director.

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC

By_____

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____

Title: _____

Date: _____

Wisconsin Public Finance Professionals, LLC

MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC ("WPFP") is a Municipal Advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC").
- The MSRB's website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC ("WPFP") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.

2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.htm) searching under the name "Wisconsin Public Finance Professionals, LLC." If you require a hard-copy of any of these forms, please send a written request to the Firm's Chief Compliance Officer's attention at the address below.

3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
   A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
   B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
   C. WPFP does not receive any payments from a third party to enlist WPFP's recommendation of services, municipal securities transactions, or any municipal financial product or service.
   D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
   E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
   F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP's ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.

4. WPFP ("the Firm") nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.

1025 South Moorland Road, Suite 504, Brookfield, WI 53005

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Wisconsin Public Finance Professionals, LLC ("WPFP")

Municipal Advisory Fee Structure - 2021

WPFP shall enter into a Municipal Advisory Agreement with the issuer, substantially in the sample form attached hereto, for each financing identifying the dollar amount of the issue authorized by the Issuer. The Municipal Advisory Agreement shall specify the issue description (General Obligation or Revenue Obligation), WPFP's scope of services and fee, not contingent on the final size or closing of the issue. If WPFP performs services under a Municipal Advisory Agreement, but the financing is not consummated, WPFP shall be compensated at the hourly rate of $165/hour professional staff, $95/hour support staff for time actually spent.

WPFP uses the following calculation in determining the municipal advisory fee included in a municipal advisory agreement for a General Obligation or Revenue Obligation (per issue), competitive or negotiated sale, using the dollar amount of the issue authorized by the Issuer:

Base Fee - $13,000 plus $1.50 per $1,000 issued subject to –

Minimum Fee of $14,500
Maximum Fee of $25,000

(Example: $3 million issue is $13,000 + ($3,000 X $1.50 = $4,500) = $17,500)

WPFP's fee includes all WPFP's expenses associated with in-state travel and general out-of-pocket expenses for supplies and copying, etc. The fee is due and payable upon closing of the issue. WPFP's fee does not include expenses of issuance such as Official Statement printing (approximately $1,000), Bond Counsel, rating agency, escrow or fiscal agents, verification or feasibility reports. WPFP's fee is due and payable upon closing of the issue. WPFP's fee includes on-going services identified in the Municipal Advisory Agreement as may be requested by the Issuer during the term of the agreement.

III

Res. No. ____ - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION repealing Res. No. 196-19-20 regarding an Early Retirement Incentive Program offered to qualifying city employees.

WHEREAS, by way of Res. No. 196-19-20 adopted on April 8, 2020, an Early Retirement Incentive Program was created and offered to qualifying city employees in the Human Resources and Finance Departments; and

WHEREAS, the June 30, 2020 deadline for employees to participate in the program has passed and Retirement Severance Policy No. HR 600 is being repealed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby repeals Res. No. 196-19-20 adopted April 8, 2020, and said Resolution is hereby repealed and of no further force or effect.

_____

_____

F+P

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 20 - 21. By Alderpersons Donohue and Bohren.
February 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders for the purchase of a new Pierce Manufacturing Rescue Engine and other necessary equipment related to that Rescue Engine for the Sheboygan Fire Department.

WHEREAS, following the standard annual inspection of Sheboygan Fire Department Ladder Truck #5 ("Ladder Truck #5") in 2019, the Fire Department was informed that Ladder Truck #5 had severe wear and corrosion of the superstructure and, as a result, was unable to be certified for use as an aerial ladder truck without costly repairs being made; and

WHEREAS, as a result, Ladder Truck #5 was moved into reserve status; and

WHEREAS, since being moved into reserve status, Ladder Truck #5 developed a severe hydraulic leak, rendering it out of service; and

WHEREAS, when the wear and corrosion of the superstructure was discovered, the City included the purchase of a new Rescue Engine in the 2021 Capital Improvements Plan to replace Ladder Truck #5; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the new Rescue Engine is available from Pierce Manufacturing (of Appleton, Wisconsin) under the Sourcewell National Purchasing Plan; and

WHEREAS, under the Sourcewell pricing, the cost of the Rescue Engine is $695,400; and

WHEREAS, the City is able to obtain a discount of $25,820 from that price by prepaying for the Rescue Engine; and

WHEREAS, if the City waits until after February 16, 2021 to place the order for the Rescue Engine, the price of the Rescue Engine will increase by 3%; and

WHEREAS, although the City will not take possession of the replacement Rescue Engine until early 2022, it is in the best interest of the City to prepay for the Rescue Engine, and to do so before the 3% increase occurs; and

WHEREAS, the City intends to ultimately fund the purchase of the new Rescue Engine through its annual borrowing program; and

F&P

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project; and

WHEREAS, because the City is purchasing a Rescue Engine to replace a Ladder Truck, there is a need for some additional equipment - such as a computer router, a deluge/deck gun, fire hose, and a lock box for medications - which is more cost effective to purchase separately from the Rescue Engine; and

WHEREAS, the estimated cost of the additional equipment is $15,250.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Pierce Manufacturing for the purchase of the Rescue Engine in the amount of $669,580.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 022818-PMI, a copy of which is available at sourcewell-mn.gov.

BE IT FURTHER RESOLVED: That the Purchasing Agent is authorized to issue purchase orders for the additional equipment necessary for the operation of the new Rescue Engine.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to $685,105.00 from Account No. 40022100-641100 (Capital Project Fund - Vehicles - Fire Vehicles) to prepay for the Rescue Engine and to purchase the additional equipment necessary for the operation of the new Rescue Engine. Expenditures from Account No. 40022100-641100 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 48022100-641100 (2021 Capital Improvement Fund - Fire - Vehicles). In the event that the annual borrowing program provides less than $685,105.00 for Account No. 48022100-641100, any shortfall may be paid from Account No. 40022100-641100. After the completion of the annual borrowing program, if the appropriate City officials

have drawn less than $685,105.00 from Account No. 40022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine, any remainder may be - subject to the availability of funds - drawn from Account No. 48022100-641100 for the prepayment of the Rescue Engine and the additional equipment necessary for the operation of the new Rescue Engine.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Timothy M. Kraus and Kimberly K. Kraus, 3322 N. 9th Street, Sheboygan, WI

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2020, by Timothy M. Kraus and Kimberly K. Kraus, husband and wife, residing at 3322 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716320
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south 8 feet of the east 148 feet and the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 6 & N 1/2 OF LOT 7 BLK 9 ALSO E 1/2 OF VAC PUBLIC PLAYGROUND IN BLK 9 LYING W OF & ADJ SD LOTS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this _____ day of _____, 2020.

Timothy M. Kraus
(Sign in the presence of a Notary Public)

Kimberly K. Kraus
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 24th day of AUGUST, 2020, Timothy M. Kraus and Kimberly K. Kraus, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sonja M. Anderson
Notary Public-Sheboygan County
My commission expires 8-21-2024

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Melanie A. Meyer, 3404 N. 9th Street, Sheboygan, WI

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 4 day of September 2020, by Melanie A. Meyer, residing at 3404 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716290
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 3 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 4 day of September, 2020.

Melanie A. Meyer
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 4 day of September, 2020, Melanie A. Meyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

David Steinmeyer, 3328 N. 9th Street, Sheboygan, WI

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 26 day of August, 2020, by David Steinmeyer, residing at 3328 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716310
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 5 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 26 day of August, 2020.

David Steinmeyer
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 26 day of August, 2020, David Steinmeyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Erwin J. Wuestenhagen III and Doris Wuestenhagen, 3332 N. 9th Street, Sheboygan, WI

_____

_____

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 24 day of August, 2020, by Erwin J. Wuestenhagen III and Doris Wuestenhagen, as joint tenants in survivorship marital property, residing at 3332 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281-716300
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 4 BLK 9 & E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 24 day of August, 2020.

Erwin J. Wuestenhagen III
(Sign in the presence of a Notary Public)

Doris Wuestenhagen
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 24 day of August, 2020, Erwin J. Wuestenhagen III and Doris Wuestenhagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the construction of the Kiwanis Park Trail Extension.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park Trail Extension; and

WHEREAS, six bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company for $119,772.34; and

WHEREAS, the City Engineer 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 hereby authorized to enter into the attached agreement with Vinton Construction Company for the construction of the Kiwanis Park Trail Extension.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $119,772.34, from Account No. 21961100-63100 (CDBG - Improvements Other Than Buildings) to pay for the construction done pursuant to the agreement.

_____

PW

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and

Vinton Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Kiwanis Park Trail Extension – N. 17th Street to North End of Park

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Clearing and Grubbing
- Grading, Excavation Common and placement of Crushed Aggregate
- Concrete Sidewalk, Curb and Gutter and Detectable Warning Fields
- Erosion Control (Silt Fence, Riprap and Tracking Pads)
- Restoration (Topsoil, Seed, Fertilizer and Mulch)
- Installation of Cedar Fence and Placement of Permanent Signs

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than July 15, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s): Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on June 15, 2021.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction

observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and the Drawings.
5. Addenda (not attached but incorporated by reference) (numbers 1 to 2], inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all

modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name,
Title: Todd Wolf, City Administrator

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Kiwanis Park Trail Extension
N. 17th Street to North End of Park

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions to Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 43 43	Wage Rates	00 43 43-1 to 00 43 43-38
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	**GENERAL REQUIREMENTS**	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
31 00 00	**EARTHWORK**	
31 25 00	Erosion Control	31 25 00-1 to 31 25 00-3
99 00 00	**SPECIAL PROVISIONS**	
99 00 01	Project Special Provisions	5 Pages

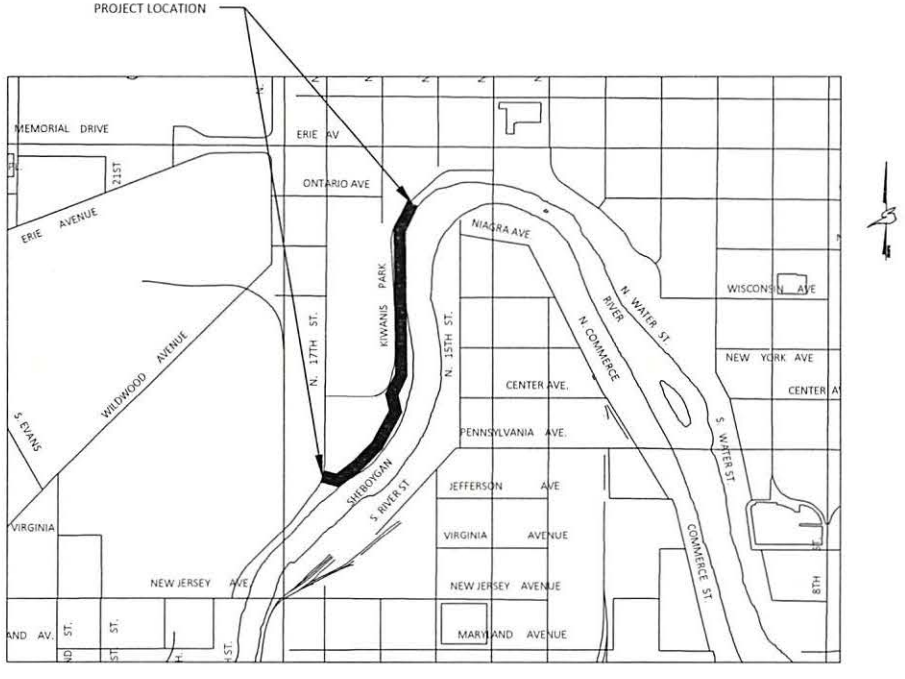
PLOTTED BY - Meyer, Tim

BID NUMBER: 2446-20R

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

KIWANIS PARK TRAIL EXTENSION
N 17TH STREET TO N. END OF PARK

JANUARY 2020



NOT TO SCALE

PROJECT PLSS LOCATION:
NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

DRAWING INDEX	
PAGES	**DRAWING DESCRIPTION**
1	TITLE SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS
4-6	EROSION CONTROL DETAILS
7-11	PLAN AND PROFILE
12	EARTHWORK SUMMARY
13-27	CROSS SECTIONS
28-41	CONSTRUCTION DETAILS

Revision Number	Revision Description	Drawn By	Date

KIWANIS PARK TRAIL EXTENSION
N. 17TH STREET TO N. END OF PARK
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Plot Date	12/18/2020
Bid No.	2446-20R
DPW No.	-------
Project Date	JANUARY 2020
Sheet No.	1
Drawing No.	000CV

2446-20R Kiwanis Park Trail Extension (#7460407)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
01/19/2021 10:00 AM CST

						Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	201.0105	Clearing	STA	3	$300.00	$900.00
	2	201.012	Clearing	ID	52	$30.00	$1,560.00
	3	201.0205	Grubbing	STA	3	$300.00	$900.00
	4	201.022	Grubbing	ID	52	$11.00	$572.00
	5	204.015	Removing Curb and Gutter	LF	16	$10.00	$160.00
	6	204.0155	Removing Concrete Sidewalk	SY	104	$9.00	$936.00
	7	205.01	Excavation Common (Waste 579 CY)	CY	695	$31.94	$22,198.30
	8	305.012	Base Aggregate Dense 1 1/4-Inch	TON	1025	$17.05	$17,476.25
	9	416.061	Drilled Tie Bars	Each	9	$10.00	$90.00
	10	602.0415	Concrete Sidewalk 6-Inch	SF	2175	$6.70	$14,572.50
	11	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	20	$30.00	$600.00
	12	619.1	Mobilization	Each	1	$12,250.00	$12,250.00
	13	628.1504	Silt Fence	LF	2230	$1.85	$4,125.50
	14	628.701	Inlet Protection Type B	Each	1	$70.00	$70.00
	15	628.7015	Inlet Protection Type C	Each	1	$70.00	$70.00
	16	628.756	Tracking pads	Each	4	$0.01	$0.04
	17	690.015	Sawing Asphalt	LF	400	$2.50	$1,000.00
	18	690.025	Sawing Concrete	LF	54	$3.00	$162.00
	19	B-1	Restoration (Topsoil, Seed, Fertilizer and Mulch)	Each	1	$16,160.00	$16,160.00
	20	B-2	Traffic Control Project	Each	1	$1,200.00	$1,200.00
	21	B-3	Construction Staking	LS	1	$4,500.00	$4,500.00
	22	B-4	Concrete Curb and Gutter 26-Inch	LF	16	$45.00	$720.00
	23	B-5	Benches (includes concrete and aggregate)	Each	6	$2,600.00	$15,600.00
	24	B-6	Remove and Salvage Ceder Fence	LF	95	$8.00	$760.00
	25	B-7	Cedar Fence	LF	75	$42.53	$3,189.75
Total							**$119,772.34**

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
February 1, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 151-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute an Amendment to Offer Purchase with Martens-Trilling True Value extending the closing date to July 30, 2021 due to continued environmental testing; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 151 - 20 - 21. By Alderpersons Donohue and Bohren.
January 25, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Offer Purchase with Martens-Trilling True Value extending the closing date to July 30, 2021 due to continued environmental testing.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Offer to Purchase between the City of Sheboygan and Martens-Trilling True Value, a copy of which is attached hereto and incorporated herein.

FtP

_____

_____

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

Rohde Dales LLP

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated July 8, 2020, and accepted July 21, 2020, for the purchase and sale of real estate at Parcel #59281102670, Sheboygan WI 53081 , Wisconsin as follows:

Closing date is changed from January 29, 2021, to July 30, 2021.

Purchase price is changed from $ _____ to $ _____.

Other:

The Phase II report was submitted to the DNR which determined that further monitoring of the Property is necessary. Buyer agrees to extend this offer contingent on the results of monitoring wells that are satisfactory to buyer in buyer's sole discretion. This offer is further contingent on receipt of a case closure letter from the WDNR and evidence that the wells have been appropriately abandoned. If Buyer is not satisfied with the results of the monitoring wells or a case closure letter has not been obtained from the DNR, or if the wells have not been appropriately abandoned, then Buyer at it's option may give Seller written notice of the termination of this Offer prior to Closing.

The attached _____ is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before February 1, 2021 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 30-33.

This Amendment was drafted by Attorney Ryan J. Zinkel, Rohde Dales LLP on 01/19/2021
Licensee and Firm ▲ Date ▲

This Amendment was presented by Attorney Ryan J. Zinkel, Rohde Dales LLP on 01/19/2021
Licensee and Firm ▲ Date ▲

(x) _____	(x) _____
Buyer's Signature ▲ Date ▲	Seller's Signature ▲ Date ▲
Print name ▶ Martens-Trilling True Value	Print name ▶
(x) _____	(x) _____
Buyer's Signature ▲ Date ▲	Seller's Signature ▲ Date ▲
Print name ▶	Print name ▶

This Amendment was rejected _____ _____ _____ _____
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE.
February 1, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 152-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 152 - 20 - 21. By Alderpersons Dekker and Sorenson.
January 26, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds not to exceed $273,000 from Account No. 60134110-649200 in payment of this Agreement with Foth Infrastructure and Environment, LLC.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

PW

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT FOR SERVICES

Project Title (the "Project"): Southside Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Design

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this _____ day of _____, _____, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

Phone No: 920-459-3368 Email Address: Ryan.Sazama@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following design and construction services for Alternative 2, as described in the SIS Feasibility Study dated November 2020, prepared by Foth Infrastructure & Environment, LLC.

	Phase	Estimated Fee
1	Bluff and Shore Field Bathometry Surveys	$30,000 - $34,000
2	Road/MH Preliminary Design	$56,000 - $60,000
3	Shoreline Coastal/Structural Prel. Design	$41,000 - $43,000
4	Final Road/MH Design	$51,000 - $54,000
5	Final Shoreline Coastal/Structural Design	$49,000 - $54,000
6	Bidding Phase though Award Recommendation	$25,000 - $28,000
7	Construction Services	Hourly, Estimate TBD
	Total Estimated Engineering Design Fee Range	$ 252,000 - $ 273,000

Schedule: Services shall be performed according to the following schedule:

Phase	Duration	Time Frame
Field Survey/Preliminary Design	3 Months	February – April 2021
Final Design	2 Months	May – June 2021
Bidding Administration	1 Month	July 2021
Construction	13 Months	September 2021 – September 2022

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☐ Unit Cost/Time Charges (Standard Rates)

☒ Other as stated here: Design fees to be invoiced on an hourly basis as summarized in the above scope estimated fee ranges per the 2021 standard rate sheet in Exhibit A. Construction fees will also be invoice per the standard hourly rates for 2021 and 2022, respectively. An updated estimate for construction administration fees will be provided upon design completion once the extent of improvements have been

defined. It is recommended the City budget approximately $120,000 for 2021 and $130,000 in 2022 for a total of $250,000 for construction administration services.

Special Conditions (if any):

None.

The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT		**CONSULTANT**	
Signed:		*Signed:*	
Name (printed):		Name (printed):	Thomas J. Ludwig
Title:		Title:	State Operations Director
Date:		Date:	12/22/2020
		Signed:	
		Name (printed):	Andrew M. Schultz
		Title:	Project Manager
		Date:	12/22/2020

AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Clients other consultants. Such data and information shall include but not be limited to the following:

a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.

b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

c. Legal counseling services necessary for the Project including legal review of the construction contract documents.

d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

a. Worker's compensation insurance pursuant to state law.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance, if applicable, of $1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms[1], both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

[1] While neither party expects the Client's insurance policy through Municipal Property Insurance Company ("MPIC") to be relevant to this Agreement, the parties note that the Client cannot waive subrogation of its MPIC policy.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project - Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods,

techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

2021 STANDARD HOURLY RATE SCHEDULE

Classification	Hourly Rate	Classification	Hourly Rate
Director	$202.00	Project Scientist II	$143.00
Project Manager IV	$199.00	Project Scientist I	$117.00
Project Manager III	$190.00	Technology Manager	$168.00
Project Manager II	$181.00	Lead Technician	$145.00
Project Manager I	$173.00	Technician VI	$137.00
Lead Project Engineer	$190.00	Technician V	$133.00
Project Engineer IV	$175.00	Technician IV	$122.00
Project Engineer III	$164.00	Technician III	$111.00
Project Engineer II	$153.00	Technician II	$ 97.00
Project Engineer I	$143.00	Technician I	$ 80.00
Staff Engineer IV	$142.00	Construction Manager	$168.00
Staff Engineer III	$134.00	Land Surveyor IV	$168.00
Staff Engineer II	$126.00	Land Surveyor III	$156.00
Staff Engineer I	$117.00	Land Surveyor II	$146.00
Planner IV	$188.00	Land Surveyor I	$134.00
Planner III	$161.00	Project Administrator II	$ 98.00
Planner II	$135.00	Project Administrator I	$ 78.00
Planner I	$117.00	Administrative Assistant	$ 60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

III

Other Matters

Res. No. 162 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of the Wildwood Baseball Park.

Public Works

_____

_____

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
SHEBOYGAN ATHLETIC CLUB, INC.
AND CITY OF SHEBOYGAN
FOR USE OF WILDWOOD BASEBALL PARK

This Agreement is made the _____ day of _____, 2021 (the "Effective Date"), by and between the Sheboygan Athletic Club, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal offices in Sheboygan, Wisconsin ("SAC"), and the City of Sheboygan, Wisconsin, a municipal corporation existing under the laws of the State of Wisconsin (the "City").

WHEREAS, the City and SAC have, since the early 1980's, entered into agreements providing for the use of the City's Wildwood Baseball Park; and

WHEREAS, SAC has, over the years, expended substantial time, effort, and monies into upgrading the baseball facilities at the Park; and

WHEREAS, in addition to raising and contributing more than $30,000 to the city for the initial construction of the park in 1981, and arranging for an $11,000 contribution for the original 36-foot scoreboard, the SAC has invested nearly $1.5 million into park upgrades including: a pavilion for the picnic area; the grandstand; the press box building that includes toilets, elevator lift, box office, and private game viewing area; an addition to the concessions stand; protective netting and a viewing area in front of the grandstand; a new scoreboard; new dugouts; in conjunction with the city, new lights, and several extensive "rebuilds" of both the infield turf and dirt areas; and numerous cosmetic investments; and

WHEREAS, the previous agreement for SAC's use of the City's Wildwood Baseball Park expired on December 31, 2020; and

WHEREAS, the Parties desire to continue their long-term relationship with respect to Wildwood Baseball Park on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

A. General.

1. The SAC agrees to continue to contribute its time, effort, and monies toward the improvement of City baseball facilities, and to continue to contribute time, effort, and monies in assisting and sustaining youth and adult baseball programs in Sheboygan in a reasonably similar manner as it has in the past; and which contributions shall be reasonably consistent

with its ability to do so, and be reasonably consistent with the need for said contributions as pertain to baseball activities.

2. The SAC agrees not to discriminate against:

    a. Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as any SAC activities are concerned; and/or
    b. Any organized baseball club or clubs within the City in such a manner so as to place upon said club or clubs conditions or costs that are inconsistent with Common Council approved rules and regulations as would be in effect during the period of baseball activity at the Wildwood Baseball Park; and/or
    c. Any individual who attends as either a participant or spectator at any SAC-sponsored baseball activities at the Wildwood Baseball Park.

3. The SAC agrees that, for as long as the SAC has memberships, membership in the SAC will remain open to all adult residents of the City of Sheboygan. If SAC chooses to end its practice of having memberships, involvement in the SAC will remain open to all adult residents of the City of Sheboygan.

B. Use of Wildwood Baseball Park.

1. Subject to the provisions contained in this Agreement, the City agrees to provide the SAC use of the City's Wildwood Baseball Park at no charge for the purpose of baseball activities, which shall include appropriate tryouts, practice sessions, exhibitions, league games, and SAC-sponsored tournaments and special events. The SAC must obtain permission from the Public Works Committee before it can sponsor any event at Wildwood Baseball Park (the "Park") unrelated to baseball.

2. The SAC shall abide by all rules and regulations as shall be established by the City for the operation, maintenance, and use of the Park.

3. SAC shall comply, and ensure its volunteers, employees, and those using the Park comply, with all applicable public health guidance. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

4. The SAC shall provide at its expense a mature, responsible attendant or attendants at the Park during such times as SAC-sponsored activities are

conducted.[1] Said attendant(s) may request individuals whose conduct is disorderly and detrimental to the enjoyment of the Park by others to refrain from such conduct or vacate the Park premises.

a. The SAC shall have and be entitled to scheduling priority for use of the Park for SAC-sponsored games and events and, after consultation with and approval by the City's Superintendent of Parks and Forestry, or their representative, the right to refuse to allow use of the Park where such use would be damaging or injurious to the Park and/or its improvements.
b. The SAC shall work in close cooperation with the Sheboygan Area School District Recreation Department ("Rec. Dept."), and the Sheboygan American Legion Baseball Parents Association ("American Legion"), to accommodate the scheduling of spring and summer high school and American Legion baseball games. The SAC shall be permitted to work with other baseball organizations as well, provided scheduling of their activities does not conflict with the Rec. Dept. or American Legion activities.
c. SAC may impose a reasonable fee for the preparation of the field when the Park is being used by a baseball organization other than the Sheboygan A's. This fee shall be reasonably related to SAC's actual costs in preparing the field. Any disputes as to the reasonableness of the field preparation fee may be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding. The field preparation fee is the only fee for the use of the Park that shall be charged.
d. If an admission charge is imposed for a game or event at the Park, the SAC may allow other organizations and clubs to share in the gate receipts. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works committee may be called upon to participate in these discussions.
e. SAC may set reasonable rules applicable to the care and cleanliness of the Park when other baseball organizations are engaging in baseball activities at the Park. Reasonable penalties for violation of these rules may be established by SAC.
f. The City's Superintendent of Parks and Forestry, or the Superintendent's representative, shall have the authority to cancel any scheduled event when, in his judgment, such use would be detrimental or injurious to the Park and/or its improvements.

[1] For the avoidance of doubt, baseball activities hosted at the Park by the Rec. Dept., American Legion, or any other baseball organization constitute "SAC-sponsored activities."

g. Any disputes as to scheduling shall be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding.
h. No awards and/or contests which in any way encourage the consumption of alcohol beverages shall be permitted at the Park.
i. The public address system(s) shall be turned off no later than 10:15 p.m., and the field lights shall be turned off and the Park vacated within 1 hour after completion of the last game of the day.

C. Damage. In the event the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, SAC shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild the Park. SAC shall have no obligation to conduct its baseball activities if the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, until such time as the Park is rendered suitable for baseball activities.

D. Concessions.

1. The SAC has previously installed, at its expense – with the approval of the City – the facilities and other equipment necessary for ordinary food and drink concession purposes. If additional facilities or equipment are necessary, SAC may seek the approval of the City's Public Works Committee to install, at its expense, the necessary facilities or equipment.

2. The SAC shall have exclusive rights for all saleables at the Park, and may operate concessions for any game or event at the Park. The SAC may allow other organizations and clubs to share in the concession operation for their respective activities. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works Committee may be called upon to participate in these discussions.

3. No carry-in of alcohol beverages shall be permitted.

4. At no time will alcoholic beverages be permitted on the playing field.

5. SAC currently holds a Class "B" (Fermented Malt Beverage) License. SAC may sell any products permitted by its alcohol license only when authorized activities are taking place at the Park.

6. The SAC shall hold all pertinent licenses for concessions, shall have licensed bartenders on the premises at all times alcohol beverages are being served, and shall abide by all laws, ordinances, and regulations,

including but not limited to fire, building, electrical, plumbing, heating, safety, and health.

7. The City shall not be responsible for the safety of concession supplies or other supplies and equipment stored in any building at the Park.

E. Maintenance and Repair.

1. Except as otherwise provided in this Agreement, the SAC agrees to keep and maintain the premises, including all buildings and improvements, and appurtenances thereto, in good, safe, sanitary, and neat order, condition, and repair.

2. The SAC agrees to provide for the reasonable cleaning of the entire Park area at its expense during such times as SAC-sponsored activities necessitate.

3. The SAC shall advise the City when maintenance or repairs of facilities or grounds are necessary to ensure the safety of participants and spectators, or recommended for enhancement/beautification purposes.

4. Each year, the baseball season shall begin on approximately April 1 and shall conclude on approximately September 1 ("Baseball Season"). The City agrees to provide routine maintenance at the Park, including mowing all areas, each year until the Baseball Season starts and after the Baseball Season ends. During the Baseball Season, the City will mow the turf areas outside the playing field and warm up areas. During the Baseball Season and before the Sheboygan A's baseball season starts (on or about May 15 of each year), the City shall continue to provide routine maintenance at the Park. After the Sheboygan A's baseball season starts, SAC shall be responsible for all playing field maintenance, including mowing. SAC shall prepare the playing field for play.[2] If the playing field is prepared for non-SAC baseball activity, for the avoidance of doubt, nothing in this Agreement prevents SAC from charging the baseball organization hosting the baseball activity a reasonable amount for preparing the playing field.

5. The City will winterize the Concession Stand and Toilet Facility after the baseball season ends in the fall, and will un-winterize the Concession Stand and Toilet Facility before the baseball season starts in the spring.

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[2] If SAC is unable to prepare the playing field for play, SAC may request the City prepare the playing field, in which event the City shall bill SAC for the City's costs. If the playing field is prepared for a non-SAC baseball activity, nothing in this Agreement prevents SAC from being reimbursed by the other baseball organization for this cost.

6. The City will supply restroom supplies of toilet paper and hand towels or hand dryers. SAC shall maintain and clean the toilet facilities and buildings at least once each day the Park is used during the baseball season. For the avoidance of doubt, nothing in this Agreement shall prevent SAC from requiring a baseball organization hosting baseball activities at the Park to share in the cost or responsibility of cleaning the toilet facilities and buildings. Any such agreement is between SAC and the other baseball organizations.

7. The City agrees to provide a dumpster for garbage and garbage collection services on a normal collection schedule during the baseball season.

8. The City will provide a Smithco ball diamond groomer or groomer that is equivalent during the baseball season.

9. There is currently a garage at the Park. This garage may be used by SAC to store its equipment related to its operations at the Park and any equipment given to SAC by the City for SAC's use at the Park.

F. Utilities.

1. Except as otherwise provided herein, the City agrees to provide for all reasonable utility expenses for public utilities servicing the Park.

2. The SAC shall provide, at its expense, telephone service at the Park for emergency use as well as any other necessary use.

G. Improvements.

1. The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, addition, improvement or repair of Park facilities (with exception of maintain the playing surface) estimated to cost in excess of $2,500.

2. The SAC shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers' and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of SAC, any alteration, improvement or repairs or additions that SAC may make or permit or cause to be made, or any work or construction, by, for or permitted by SAC on or about the premises, or any obligations of any kind incurred by SAC, and at all times

promptly and fully to pay and discharge any and all claims on which such lien may or could be based, and to indemnify City and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

3. The SAC shall provide at its expense, and within a reasonable time after written notification by the City's Superintendent of Parks and Forestry, for the removal of such items, equipment or otherwise, as may have been brought upon the premises of the Park by and/or through the direct or indirect action of the SAC, and which said items, equipment or otherwise the City's Public Works Committee has deemed that their placement upon said premises is inconsistent with any existing or later enacted rules, regulations, conditions, and/or laws governing acquisition, maintenance, operation and/or use of the facility as was intended by the Common Council of the City of Sheboygan.

4. The SAC shall advise the City of any contribution of fixtures, equipment or machinery that the SAC may wish to make to the City, with the understanding that any accepted contributions to the City shall be contributed free and clear of all liens and encumbrances.

5. Property Insurance.

    a. That SAC shall advise the City of all SAC-funded buildings, structures or other permanent improvements to the Park premises. City agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the City for such improvements through the State of Wisconsin Local Government Property Insurance Program (or similar property insurance program) at reasonable cost.

    b. In recognition of the fact that SAC has contributed its time, effort, and monies toward the improvement of the Park, during the term of the Agreement and any extensions thereof, the City agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund (or similar property insurance program) resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked toward repair, replacement, or rehabilitation of the Park, provided that SAC continues to use the Park for its baseball program, and provided further that it makes financial sense to do so at the time.

H. Term. This Agreement shall be in force and effect commencing on the Effective Date and ending on December 31, 2030 (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one year terms ("Renewal Term") unless written notice is provided by one party to the other informing the other party of the party's desire to terminate the Agreement ("Termination Notice"). Any Termination Notice must be provided by July 1 preceding the end of the Initial Term or a Renewal Term. The first Renewal Term shall begin January 1, 2031. The last Renewal Term under this Agreement shall end December 31, 2040.

I. Indemnification. To the extent permitted by law, the SAC shall indemnify and hold the City harmless from any liability by reason of personal injuries to any person or persons or damage to property of any person or persons, arising out of SAC's activities and/or actions at the Park.

J. Insurance. During the Term of Agreement, SAC shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City. Such proof of insurance shall list the City as an additional insured.

a. Commercial General Liability Insurance – SAC shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

b. Workers Compensation Insurance – Throughout the Term of this Agreement, to the extent required by law SAC shall acquire and maintain Workers' Compensation Insurance.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required must be provided by an insurance carrier with a "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which SAC may be held responsible for payment of damages resulting from SAC's operations under this Agreement. If SAC 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.

K. Inspection of Records. The SAC shall present to the City within a reasonable time, but not to exceed 7 days from the receipt of written notice by the City, all of the SAC's books and records of their organization, insofar as baseball

activities are concerned, for the purpose of review or analysis; but to do so only under the written promise of the City to return said books and records intact within a period of 7 days to the SAC.

L. Default.

1. In the event of any breach of this Agreement by SAC, City, in addition to the other rights or remedies it may have, shall have the immediate right to remove SAC and any property of SAC from the Park premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of SAC. Should City so elect to remove SAC or any property of SAC, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, City may terminate this Agreement. Should City at any time terminate this Agreement for any breach, in addition to any other remedy it may have, City may recover from SAC all damages incurred by reason of the breach, including the cost of recovering the Park premises, which amounts shall be immediately due and payable from SAC to City.

2. In the event of any breach of this Agreement by the City, SAC, in addition to the other rights or remedies it may have, shall have the right to seek specific performance of the City's obligations under this Agreement in Sheboygan County Circuit Court.

M. Notice of Default.

1. SAC shall not be deemed to be in default under this Agreement in the payment of any monies as required or in the furnishing of any bond or insurance policy when required in this Agreement unless City shall first give to SAC written notice of the default and SAC fails to cure the default within 30 days of the written notice.

2. Except as to the provisions or events referred to in the preceding sentence of this section, SAC shall not be deemed to be in default under this Agreement, unless City shall first give to SAC written notice of the default, and SAC fails to cure the default within 30 days of the written notice, or, if the default is of such a nature that it cannot be cured within 30 days of the written notice, SAC fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

3. The City shall not be deemed to be in default under this Agreement, unless SAC shall first give to the City written notice of the default, and the City fails to cure the default within 30 days of the written notice, or, if

the default is of such a nature that it cannot be cured within 30 days of written notice, the City fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

N. Waiver. The waiver by a party of a breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of a subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. No failure of a party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

O. No Relocation Costs. In the event this Agreement is amended, modified, terminated, or cancelled, or not renewed, the SAC agrees and fully understands that it shall not be entitled to any relocation costs, assistance or payments, any moving expenses, replacement facilities (in money or kind) or any other expenses, costs, or awards which are directly or indirectly related to such modification, termination, or nonrenewal of this Agreement.

P. Notices.

1. Notices to the SAC shall be addressed to:

   Sheboygan Athletic Club
   P.O. Box 32
   Sheboygan, WI 53082-0032

   or at such other address as it may hereafter designate by notice to the City in writing.

2. Notices to the City shall be addressed to:

   City Clerk
   City of Sheboygan
   828 Center Ave.
   Sheboygan, WI 53081

or at such other address as it may hereafter designate by notice to the SAC in writing.

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

CITY OF SHEBOYGAN, WISCONSIN	SHEBOYGAN ATHLETIC CLUB
BY: _____ Michael J. Vandersteen, Mayor	BY: _____
ATTEST: _____ Meredith DeBruin, City Clerk	
DATE: _____	DATE: _____

II

Other Matters

R. O. No. 135 - 20 - 21. By CITY CLERK. February 1, 2021.

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

City Clerk

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

No.	Name	Address
7322	Arnsmeier, Dean M.*CLUB*	4622 N. 50th Street
3465	Caldwell, Gretchen	1404 N. 12th Street
0932	Cortez, Goya Elena	1725 N. 8th Street
3463	Frankovis, Heather L.	1609 S. 25th Street
3466	Hansen, Amy R.	4604 Fox Grove Road
9474	Helmke, Amber L.	1447 S. 21st Street
3464	Martin, Alexis L.	4908 S. 14th Street
3462	Mattfield, Lynn M.	1716A S. 7th Street
3468	Meluch, Jessica A.	514 S. 27th Street
3469	Meyer, Kaylee E.	59 N. Hiawatha Circle
3461	Mindt, Courtney F.	1526 S. 20th Street
3467	Post, Bonnie J.	3804 N. 12th Street
3473	Ridenour, John F,	724 Broadway Avenue
2712	Sosa, Jacqueline, C.O.	405 Superior Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

CHANGE OF PREMISE

No.	Name	Address
3069	Time and a Half	2518 N. 15th Street - One day Event to be held 2/27/21 to include Fence line to corner of 15th and Martin Ave in front and corner of 15th and Martin to driveway on Martin Ave side of building, in addition to current premises description.

HPS

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

No.	Name	Address
1841	Hansen, Stanley J.	1634 S. 12th Street