



# EIGHTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

**December 19, 2022 at 6:00 PM**

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,  
Sheboygan, WI**

"May your holidays sparkle with moments of love, laughter, and goodwill, and may the year ahead be full of contentment and joy"

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:  
[www.wscssheboygan.com/vod](http://www.wscssheboygan.com/vod).

Notice of the 18th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, December 19, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## OPENING OF MEETING

**1. Roll Call**

*Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.*

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Seventeenth Regular Council Meeting held on December 5, 2022*

**4. Confirmation of Mayor's Appointments**

*Business Improvement District 2023-2024 (Paul Rudnick, Eileen Simenz, Stephanie Rankun, Greg Van Demark, Tim Bartz, Derek Muench)*

**5. Public Forum**

*Limit of five people having five minutes each with comments limited to items on this agenda.*

**6. Presentation**

*Sheboygan County Economic Development Corporation*

**7. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

## CONSENT

**8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

- [9.](#) R. O. No. 91-22-23 by Board of License Examiners submitting an application for Building Contractor License already granted.
- [10.](#) R. C. No. 140-22-23 by Finance and Personnel Committee to whom was referred Res. No. 97-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.
- [11.](#) R. C. No. 141-22-23 by Finance and Personnel Committee to whom was referred Res. No. 98-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.
- [12.](#) R. C. No. 142-22-23 by Finance and Personnel Committee to whom was referred Res. No. 99-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.
- [13.](#) R. C. No. 143-22-23 by Finance and Personnel Committee to whom was referred Res. No. 100-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.
- [14.](#) R. C. No. 138-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 63-22-23 by City Clerk submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it; recommends filing the claim.
- [15.](#) R. C. No. 147-22-23 by Finance and Personnel Committee to whom was referred Res. No. 104-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Mang Thao and Shoua Xiong related to 2021 real estate tax for Parcel No. 59281321771; recommends adopting the Resolution.
- [16.](#) R. C. No. 152-22-23 by Finance and Personnel Committee to whom was referred Res. No. 109-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Cardinal Capital Development, LLC and CCM-Press Owner, LLC regarding redevelopment of the former Sheboygan Press Building at 632 Center Avenue; recommends adopting the Resolution.
- [17.](#) R. C. No. 154-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 86-22-23 by City Clerk submitting various license applications; recommends filing the R. O. due to withdrawal of License No. 3575 by applicant.
- [18.](#) R. C. No. 153-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 90-22-23 by City Clerk submitting various license applications; recommends granting the applications.

## **REPORT OF OFFICERS**

- [19.](#) R. O. No. 92-22-23 by City Clerk submitting a claim from Jeremy Willems for alleged damages to his vehicle when a chunk of debris came off a city truck and struck it. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **RESOLUTIONS**

- [20.](#) Res. No. 112-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute conflict a waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Aurora Health. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [21.](#) Res. No. 115-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the City Attorney to execute a License Agreement with LawVu Limited for document and project management software and authorizing an adjustment to the 2023 budget to fund the purchase. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [22.](#) Res. No. 114-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute an Agreement with Humana Wellness for Application for wellness services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [23.](#) Res. No. 113-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the purchase of additional NEOGOV services for the Human Resources Department and approving the NEOGOV Services Agreement. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [24.](#) Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **REPORT OF COMMITTEES**

- [26.](#) R. C. No. 139-22-23 by Finance and Personnel Committee to whom was referred Res. No. 95-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger; recommends adopting the Resolution.
- [27.](#) R. C. No. 144-22-23 by Finance and Personnel Committee to whom was referred Res. No. 101-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Tax Increment District 10 Fund from the General Fund; recommends adopting the Resolution.
- [28.](#) R. C. No. 145-22-23 by Finance and Personnel Committee to whom was referred Res. No. 102-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Environmental Tax Increment District 1 Fund from the Capital Projects Fund; recommends adopting the Resolution.
- [29.](#) R. C. No. 146-22-23 by Finance and Personnel Committee to whom was referred Res. No. 103-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated vehicle fuel costs; recommends adopting the Resolution.

- 30.** R. C. No. 148-22-23 by Finance and Personnel Committee to whom was referred Res. No. 105-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Sheboygan Paper Box Co. related to 2020 and 2021 real estate taxes for Parcel No. 59281318401; recommends adopting the Resolution.
- 31.** R. C. No. 149-22-23 by Finance and Personnel Committee to whom was referred Res. No. 106-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated plumbing repairs at the Municipal Service Building; recommends adopting the Resolution.
- 32.** R. C. No. 150-22-23 by Finance and Personnel Committee to whom was referred Res. No. 107-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications in the 2022 City of Sheboygan Compensation Program for Non-Represented Employees to reflect the recommended changes determined through the appeals process.; recommends adopting the Resolution.
- 33.** R. C. No. 151-22-23 by Finance and Personnel Committee to whom was referred Res. No. 108-22-23 by Alderpersons Mitchell and Filicky-Peneski pursuant to Sections 82-31 and 82-54, Sheboygan Municipal Code, adopting changes to the classification plan effective January 1, 2023; recommends adopting the Resolution.

#### **GENERAL ORDINANCES**

- 34.** Gen. Ord. No. 15-22-23 by Alderpersons Felde and Filicky-Peneski amending Section 2-112(b) of the Municipal Code so as to change the date of the nineteenth regular meeting of the common council in January 2023 from the first Tuesday to the first Wednesday of the month. SUSPEND THE RULES AND ADOPT THE ORDINANCE

#### **OTHER MATTERS AUTHORIZED BY LAW**

#### **ADJOURN MEETING**

- 35.** Motion to Adjourn

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*



**CITY OF SHEBOYGAN****SEVENTEENTH REGULAR COMMON COUNCIL MEETING  
MINUTES****Monday, December 05, 2022****OPENING OF MEETING****1. Roll Call**

Alderspersons Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey (remote), Rust, and Salazar – 9.

Aldersperson excused: Filicky-Peneski – 1.

**2. Pledge of Allegiance****3. Approval of Minutes**

MOTION TO APPROVE THE MINUTES FROM THE SIXTEENTH REGULAR COUNCIL MEETING HELD ON NOVEMBER 21, 2022

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

**4. Mayor's Appointments**

Business Improvement District 2023-2024 (Paul Rudnick, Eileen Simenz, Stephanie Rankun, Greg Van Demark, Tim Bartz, Derek Muench). Lays Over.

**5. Confirmation of Mayoral Appointments**

Cheryl Sohn to the Sustainability Task Force and Cleo Messner to the Redevelopment Authority

MOTION TO CONFIRM

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

**6. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda.

No one spoke.

**7. Presentation**

Baker Tilly 2021 Audit Review by Wendi Unger

**8. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**CONSENT****9. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

10. R. C. No. 137-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 86-22-23 by City Clerk submitting various license applications; recommends granting license #3576 (South Pier Hospitality Group LLC).

**MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

11. R. C. No. 133-22-23 by Public Works Committee to whom was referred Res. No. 91-22-23 by Alderpersons Dekker and Rust authorizing the acceptance of a Storm Sewer Easement and executing the Release of Utility Easement, both located in Lot 4 of South Pier plat; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

12. R. C. No. 134-22-23 by Public Works Committee to whom was referred Res. No. 93-22-23 by Alderpersons Dekker and Rust authorizing the purchasing of Permanent Easements and Temporary Easements in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

13. R. C. No. 135-22-23 by Public Works Committee to whom was referred Gen. Ord. No. 14-22-23 by Alderpersons Dekker and Rust repealing Gen. Ord. No. 20-84-85 and Gen. Ord. 38-06-07 so as to remove various two-hour parking limits around the former Aurora Sheboygan Memorial Hospital; recommends adopting the Ordinance.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

## **REPORT OF OFFICERS**

14. R. O. No. 88-22-23 by City Clerk submitting a claim from Cristy Murray for alleged damages to her vehicle when it was hit by a garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE
15. R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **RESOLUTIONS**

16. Res. No. 96-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan, and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

17. Res. No. 95-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City official to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger. REFER TO FINANCE AND PERSONNEL COMMITTEE
18. Res. No. 97-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1. REFER TO FINANCE AND PERSONNEL COMMITTEE
19. Res. No. 98-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. Res. No. 99-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4. REFER TO FINANCE AND PERSONNEL COMMITTEE
21. Res. No. 100-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5. REFER TO FINANCE AND PERSONNEL COMMITTEE
22. Res. No. 106-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated plumbing repairs at the Municipal Service Building. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. Res. No. 105-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Sheboygan Paper Box Co. related to 2020 and 2021 real estate taxes for Parcel No. 59281318401. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. Res. No. 104-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Mang Thao and Shoua Xiong related to 2021 real estate tax for Parcel No. 59281321771. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. Res. No. 103-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated vehicle fuel costs. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. Res. No. 101-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Tax Increment District 10 Fund from the General Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 102-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Environmental Tax Increment District 1 Fund from the Capital Projects Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. Res. No. 107-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications in the 2022 City of Sheboygan Compensation Program for Non-Represented Employees to reflect the recommended changes determined through the appeals process. REFER TO FINANCE AND PERSONNEL COMMITTEE

29. Res. No. 108-22-23 by Alderpersons Mitchell and Filicky-Peneski pursuant to Sections 82-31 and 82-5 Sheboygan Municipal Code, adopting changes to the classification plan effective January 1, 2023. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Res. No. 109-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Cardinal Capital Development, LLC and CCM-Press Owner, LLC regarding redevelopment of the former Sheboygan Press Building at 632 Center Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE

## REPORT OF COMMITTEES

31. R. C. No. 131-22-23 by Finance and Personnel Committee to whom was referred Res. No. 92-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2022 Program Year from revolving loan funds to water/sewer improvements; recommends adopting the Resolution.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

32. R. C. No. 132-22-23 by Finance and Personnel Committee to whom was referred Res. No. 90-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-01 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends adopting the Resolution.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

33. R. C. No. 136-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 87-22-23 by Director of Planning and Development regarding the purchase of 1214 S. 11<sup>th</sup> Street for moving of the residential home to another city-owned site and reconstruction of the failing city owned retaining wall; recommends filing the R. O. and authorizing staff to issue a letter of intent.

### MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.

## OTHER MATTERS AUTHORIZED BY LAW

## ADJOURN MEETING

34. Motion to Adjourn

### MOTION TO ADJOURN AT 6:36 PM

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 9.



December 2<sup>nd</sup> 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- To be considered for appointment to the Business Improvement District Board of Directors for the 2023-2024 Term:
  - Paul Rudnick – Rudnick Jewelers
  - Eileen Simenz – Salon Sase
  - Stephanie Rankun – Mini Mocha Café
  - Greg Van Demark – Local Press
  - Tim Bartz – Parker John's
  - Derek Muench – Shoreline Metro (City of Sheboygan Rep)

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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

II  
R. O. No. 91 - 22 - 23. By BOARD OF LICENSE EXAMINERS.  
December 19, 2022.

Attached hereto we are submitting application for Building Contractor  
License already GRANTED:

5562 Tim J Kleiber  
N3514 Blueberry Ln  
Waldo, WI 53093-1413

Carpenter Contractor

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BOARD OF LICENSE EXAMINERS

VIII

R. C. No. 140 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 97-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; 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. 97 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2023. Any payments received after May 1, 2023, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-54, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

F+P

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2022, as is set forth in Sheboygan Municipal Code § 106-54.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 141 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 98-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 98 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City generally bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125' parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12; at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60" E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE ¼ of the NW1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2023. Any payments received after May 1, 2023, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers

- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-54, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2022, as is set forth in Sheboygan Municipal Code § 106-54.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 142 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 99-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 99 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12<sup>th</sup> St. with the S. r.o.w. of Clara Ave, thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SE corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19 thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2023. Any payments received after May 1, 2023, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

FAP



BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-54, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2022, as is set forth in Sheboygan Municipal Code § 106-54.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 143 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 100-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; 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. 100 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2023. Any payments received after May 1, 2023, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-54, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FAD

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2022, as is set forth in Sheboygan Municipal Code § 106-54.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. 138 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred R. O. No. 63-22-23 by City Clerk submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it; 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

II

25  
Item 14.

R. O. No. 63 - 22 - 23. By CITY CLERK. September 19, 2022.

Submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it.

FHP

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CITY CLERK



DATE RECEIVED

9-12-22

RECEIVED BY

MKC

SEP 12 '22 AM 9:44

Item 14.

CLAIM NO.

14-22

## 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: Erik Boelkow
2. Home address of Claimant: 2625 N 5<sup>th</sup> Street Sheboygan
3. Home phone number: 262-408-8874
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 6-15-22 (per phone call)
6. Where did damage or injury occur? (give full description) West Side of home
7. How did damage or injury occur? (give full description) The City Tree fell on my home. It damaged the roof, gutters, and flashing.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: City Tree,
  - (b) Claimant's statement of basis for such liability: City Tree fell on Home



10. Give a description of the injury, property damage or loss, so far as is known time. (If there were no injuries, state "NO INJURIES").

Item 14.

Roof was impacted by tree, Gutter damaged and flashing  
NO Injuries

11. Name and address of any other person injured: \_\_\_\_\_

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 0

Property: \$ 815.00

Personal injury: \$ 0

Other: (Specify below) \$ 0

TOTAL \$ 815.00

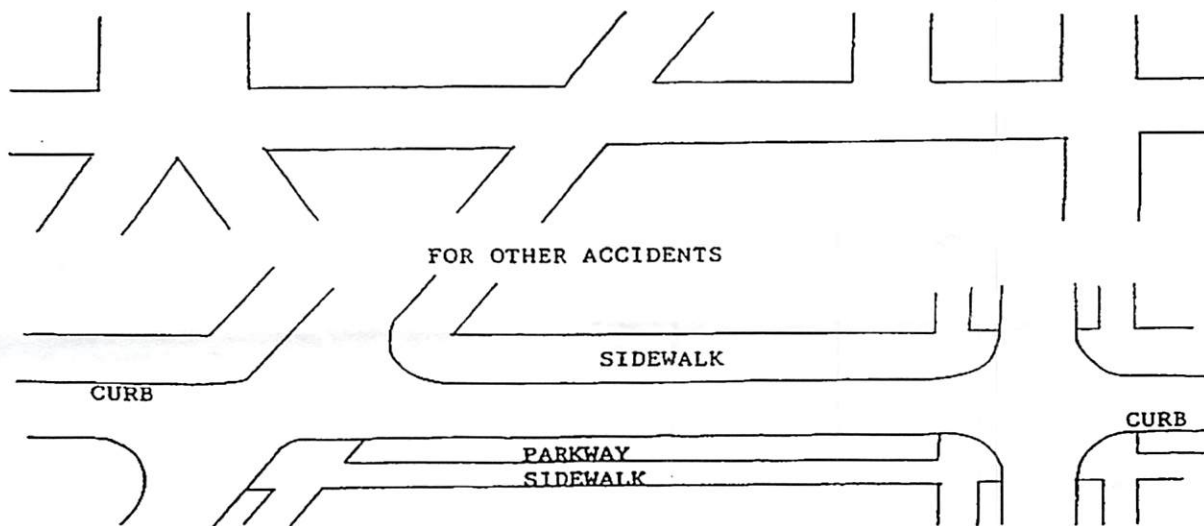
Damaged vehicle (if applicable)

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.



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 14.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Erik Boelkow

Auto \$ 0

Claimant's Address: 2625 N 5th Street

Property \$ 815.00

Sheboygan 53083

Personal Injury \$ 0

Claimant's Phone No. 262-408-8874

Other (Specify below) \$ 0

TOTAL \$ 815

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 \$ 815.

SIGNED Erik Boelkow

DATE: 7-26-22

ADDRESS: 2625 N 5th Street Sheboygan 53083

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE  
SHEBOYGAN WI 53081





VIII

R. C. No. 147 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 104-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Mang Thao and Shoua Xiong related to 2021 real estate tax for Parcel No. 59281321771; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 104 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing the issuance of a refund for excess property tax payable to Mang Thao and Shoua Xiong related to 2021 real estate tax for Parcel No. 59281321771.

WHEREAS, an error by the assessor in the assessed value of Parcel No. 59281321771 resulted a tax overpayment by Mang Thao and Shoua Xiong in 2021 of \$1,687.95; and

WHEREAS, the error was a double assessment of the improvements on a new property in the City, and is therefore considered palpable error pursuant to state statutes; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be refunded in the event of palpable errors; and

WHEREAS, the State of Wisconsin has approved a chargeback to the City of Sheboygan from taxing jurisdictions during the 2021 filing year pursuant to Wis. Stat. § 74.41.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2021 real estate taxes in the amount of \$1,687.95 for Parcel No. 59281321771 and refund the parcel owners, Mang Thao and Shoua Xiong, the rescinded amount from the General Fund Taxroll Adjustment Account (Account No. 101150-580250).

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

VIII

R. C. No. 152 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 109-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Cardinal Capital Development, LLC and CCM-Press Owner, LLC regarding redevelopment of the former Sheboygan Press Building at 632 Center Avenue; 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. 109 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing entering into a Development Agreement with Cardinal Capital Development, LLC and CCM-Press Owner, LLC regarding redevelopment of the former Sheboygan Press Building at 632 Center Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Cardinal Capital Development, LLC, CCM-Press Owner, LLC, and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

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

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



**DEVELOPMENT AGREEMENT  
BETWEEN  
CARDINAL CAPITAL DEVELOPMENT, LLC, CCM-PRESS OWNER, LLC,  
AND THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Cardinal Capital Development, LLC, a Wisconsin limited liability corporation with its principal offices located at 901 South 70<sup>th</sup> Street, West Allis, WI 53214 (hereinafter "Developer"), and CCM-Press Owner, LLC, a Wisconsin limited liability corporation with its principal offices located at 901 South 70<sup>th</sup> Street, West Allis, WI 53214 (hereinafter "Property Owner").

**RECITALS**

Developer has proposed converting the former Sheboygan Press Building at 632 Center Avenue (the "Property") in the City of Sheboygan for use as a historic rehabilitation housing complex with 28 workforce apartment units, along with associated parking (the "Development.")

City published in 2021 an Affordable Housing Market Study that identified a need for between 112 and 287 new housing units that would rent for between \$1,028 and \$1,468 per month. Developer indicates that some of the units in this proposed complex would fall in that range, with rents ranging from \$1,200 to \$1,850 per month in the building for one- and two- bedroom units between 600 and 1500 square feet.

The Property is located adjacent to the City's Tax Incremental District No. 16 (the "District"), a mixed-use district pursuant to § 66.1105, Wis. Stats. ("State Tax Increment Law"), which the City established in September, 2015. The District was established for the purpose of making public improvements in the area so as to promote business redevelopment activity, attract and retain developments, and encourage further private investment in local businesses and residences, thereby providing long-term tax benefits to the City and the other overlying tax jurisdictions.

As part of this Agreement, Developer has agreed to pay the cost of amending the District, including a feasibility analysis, preparation of a Project Plan, and changing the boundaries of

the District, all in accordance with State Tax Increment Law, in order to further create incentives and opportunities for appropriate private development, including the development that is the subject of this agreement, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the Project Costs from the special fund of TID 16 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 16, as it may be amended.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City and because it results in the preservation of a historic building.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer and Property Owner to achieve the objectives of TID 16 and to facilitate the implementation of TID 16's Project Plan, as it may be amended, and the City is prepared to provide financial assistance to the Developer and Property Owner through development incentives in order to bring about the continued development in accordance with this Agreement.

Property Owner has acquired real property within the proposed boundaries of TID 16 and has engaged the Developer to develop the property through the construction of the Development at an estimated cost of \$9,680,000.00 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer and Property Owner through development incentives in order to bring about the development

and thereby promote the sound growth of the City's downtown area.

### **AGREEMENT**

**NOW, THEREFORE,** in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Cardinal Capital Development, LLC and its permitted successors and assigns.

"Development Incentive Payment" means payments in the maximum amount of One Million Two Hundred Thousand dollars (\$-1,200,000) paid by the City pursuant to the terms in Article VII below.

"Events of Default" means any of the events described in Article XI hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared by the Developer which have previously been approved by the City Plan Commission in accordance with all procedures and requirements of the City for such approvals.

"Project" means the Development proposed by Developer herein for construction of a housing complex with 28 workforce apartment units, and associated parking upon parcels of land in the City of Sheboygan owned by CCM-Press Owner, LLC identified as Tax Parcels 59281110580, 59281110570, and 59281110670 (the "Property").

"Property Owner" means CCM-Press Owner, LLC and its permitted successors and assigns.

"Tax Incremental Value" means the assessed value of the Property as of January 1 of the year following completion of construction of the Project and the issuance of an occupancy permit by the City, less the assessed value of the Property as of January 1, 2022.

"TID Project Plan" means the Project Plan for proposed Tax Incremental Financing District No. 16 of the City of Sheboygan, Wisconsin.

## **ARTICLE II. OVERVIEW OF THE PROJECT**

The Project consists of the construction of a housing complex with 28 workforce apartment units, and associated parking upon the Property. Construction shall commence within ninety days after approval of the TID amendment by the Joint Review Board and Common Council and shall be completed within fifteen months thereafter, at an estimated cost of \$9,680,000.

## **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered

by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall neither take any action(s) or file any claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws, nor shall it advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE PROPERTY OWNER**

The Property Owner makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Property Owner is the owner of the Property, including all three parcels of land.

(B) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Property Owner, for itself, its successors and assigns,

shall take no action(s), and shall neither take any action(s) or file any claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws, nor shall it advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

## **ARTICLE V. UNDERTAKINGS OF THE DEVELOPER**

5.1 Construction of the Project. The Developer shall commence construction of the Project within ninety days after approval of the TID amendment by the Joint Review Board and Common Council. Developer shall complete construction within fifteen months thereafter.

5.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall comply with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan, The TID 16 Project Plan, and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to comply with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.3 Cost of Amending TID 16 Amendment. Developer, as an inducement to the City to amend TID 16, agrees to reimburse the City for any and all costs expended by the City to amend TID 16, including all costs charged to the City by Ehlers Public Finance Advisors for services related to the amendment, as described in the Scope of Services attached as "Exhibit A" to this Agreement.

5.4 Taxability of the Project. Developer hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer shall take no action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Project to a value lower than that necessary to create a Tax Incremental Value less than the sum of the Minimum Investment amount as defined in Article VI. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin. This section shall remain in place until December 31, 2029.

5.5 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Property Owner, for itself and its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

5.6 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veteran- and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

#### **ARTICLE VI. DEVELOPER GUARANTEE TO CITY**

Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of the Project with a minimum investment of Six Million Six Hundred Eighty thousand (\$6,680,000) Dollars ("Minimum Investment"), within 15 months after commencement of construction.

Investment includes all buildings on the Project Site, but shall not include the purchase price of the land, inventory, moveable equipment, or personal property items.

Investment includes all costs and expenditures made or incurred from the date of this Agreement and on or before the completion date of construction of the Improvements on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree. Developer shall provide the City a statement of its investment in the Project Site, computed in accordance with this section, no later than sixty (60) days after the completion date of construction of the Improvements on the Project Site as required by the Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

If the Tax Incremental Value of the buildings and other Improvements on the Project Site, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the sum of the Minimum Investment amount on January 1, 2024, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment.

## **ARTICLE VII. DEVELOPMENT INCENTIVE**

7.1 Incentive Payment. The City agrees to make up to ten annual payments which shall constitute a Development Incentive Payment. Said Development Incentive Payment shall be made as an inducement for the development of the Project. Said payment shall be made to the Developer or the Property Owner, as designated by Developer and Property Owner. Should no designation be made, the City shall make the payment to the Developer. Said payment is conditioned on satisfaction of Developer's obligations with respect to the Minimum Investment provisions contained in Article VI herein. Upon said satisfaction, the City shall pay by no later than September 30 of each year a sum equivalent to 95% of the tax increment (excess taxes generated as a result of a positive Tax Incremental Value) generated by the project in that year. In no case shall the sum total of all annual payments exceed One Million Two Hundred Thousand dollars (\$1,200,000) Dollars.



7.2 Purpose. The Development Incentive Payment made under this Agreement is provided by the City as part of a negotiated, lawful contract with Developer and Property Owner in exchange for consideration, including requirements to develop the Property in a manner that inures to the benefit of the general public. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

#### **ARTICLE VIII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY**

As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within fifteen months of commencement of construction.

(B) All representations, guarantees, and warranties of Developer set forth in Articles III and VI, representations and warranties of Property Owner set forth in Article IV, and other representations and warranties in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

#### **ARTICLE IX. INDEMNIFICATION OF THE CITY**

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this

Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

#### **ARTICLE X. DEFAULT/REMEDIES**

11.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45)

day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

11.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

11.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

11.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

11.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

#### **ARTICLE XI. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

#### **ARTICLE XII. ADDITIONAL PROVISIONS**

13.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

13.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

13.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

13.4 No Assignment. Neither Developer nor Property Owner may assign its rights in this Agreement without the express prior written consent of the City which shall not be unreasonably withheld. Property Owner shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property.

13.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

13.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

13.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

13.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, WI 53081  
Attn: City Clerk

with a copy to:  
 City Attorney  
 City of Sheboygan, Wisconsin  
 828 Center Ave., Suite 304.  
 Sheboygan, WI 53081

To the Developer: Cardinal Capital Development, LLC  
 c/o Cardinal Capital Management, Inc.  
 901 S. 70<sup>th</sup> St.  
 West Allis, WI 53214

To the Property Owner: CCM-Press Owner, LLC  
 c/o Cardinal Capital Management, Inc.  
 901 S. 70<sup>th</sup> St.  
 West Allis, WI 53214

13.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer, the Property Owner, and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

13.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

13.11 Cooperation. The City, the Developer, and the Property Owner agree to cooperate in the prosecution of applications made by any party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City, the Developer, and the Property Owner each will at any time, or from time to time at the written request of another, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

13.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

13.13 Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

13.14 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

13.15 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein.

List of Exhibits:

"A" Ehlers Scope of Services

This document consists of sixteen (16) pages, including the following signature page and excluding Exhibits.



**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**ATTEST:** \_\_\_\_\_  
Meredith De Bruin, City Clerk

**CARDINAL CAPITAL DEVELOPMENT, LLC**

**BY:** \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Its: \_\_\_\_\_

**CCM-PRESS OWNER, LLC**

**BY:** \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Its: \_\_\_\_\_

This document authorized by and in accordance with Res. No. \_\_\_\_-22-23.

This instrument drafted by:

City Attorney Charles Adams  
828 Center Ave., Suite 210  
Sheboygan, WI 53081  
WI State Bar No. 1021454

**EXHIBIT "A"**

**TAX INCREMENTAL FINANCING SERVICE TO BE PROVIDED BY EHLERS**

IV

R. C. No. 154 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. June 6, 2022.

Your Committee to whom was referred R. O. No. 86-22-23 by City Clerk  
submitting various license applications; recommends filing the R. O. due to  
withdrawal of License no. 3575 by applicant.

_____	_____
_____	_____
_____	_____
	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. 86 - 22 - 23. By CITY CLERK. November 21, 2022.

Submitting various license applications.

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

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3575	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3576	South Pier Hospitality Group LLC (Anglers Avenue Pub & Grill)	518 S Pier Drive

LHP  
11/30 Hold #3575  
12/14 file #3575 with (Graw)

VI

R. C. No. 153 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. December 19, 2022.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 90-22-23  
by City Clerk submitting various license applications; recommends granting  
the applications.

_____	_____
_____	_____
_____	_____
	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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 90 - 22 - 23. By CITY CLERK. December 14, 2022.

Submitting various license applications.

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

"CLASS B" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3577	Golf 365 LLC (Golf 365)	2729 Indiana Avenue
2301	One More Time LLC (Mojo)	1235 Pennsylvania Avenue

R. O. No. 92 - 22 - 23. By CITY CLERK. December 19, 2022.

Submitting a claim from Jeremy Willems for alleged damages to his vehicle when a chunk of debris came off a city truck and struck it.

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



## 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: Jeremy Willems
2. Home address of Claimant: NG251 Woodland Rd, Sheboygan, WI 53083
3. Home phone number: 920.418.0489
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 12/07/22 at 12:54pm
6. Where did damage or injury occur? (give full description) HWY 23 Eastbound, just west of HWY 32 off ramp
7. How did damage or injury occur? (give full description) Either a rock, piece of metal, or a chunk of debris came at us from truck. It appeared to come at us from an upward an angle.
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: Unknown
  - (b) Claimant's statement of the basis of such liability: The debris that hit our vehicle came off a city truck while we were in other lane a safe distance behind. Debris appeared to continue coming out after we were hit.
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: City of Sheboygan Truck.

(b) Claimant's statement of basis for such liability: The debris that hit our vehicle came off a city vehicle while we were in other lane a safe distance behind. Debris continued to come off/out of vehicle after we were hit.

DATE RECEIVED DEC 09 2022

RECEIVED BY MAF

Item 19.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Jeremy Wilcims

Auto \$ 791.48

Claimant's Address: N6251 Woodland Rd

Property \$ 0

Sheboygan, WI 53083

Personal Injury \$ Nothing above of

Claimant's Phone No. 920.418.0489

Other (Specify below) \$ 0

**TOTAL** \$ 791.48

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 \$ 791.48.

We are willing to clean the interior of the vehicle ourselves and cover any charges from getting all the glass shards cleaned from the interior cabin. We would like the city to reimburse for the physical damage and repair only please.

SIGNED Jeremy Wilcims DATE: 12/08/22

ADDRESS: N6251 Woodland Rd  
Sheboygan, WI 53083

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

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").

Item 19.

Windshield damaged by debris, glass broken and many small shards flew into cabin at US. No apparent injuries from debris or glass were aware of.

11. Name and address of any other person injured: Laura Willemms (Wife)

16251 Woodland Rd

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 791.48

Property: \$ 0

Personal injury: \$ Nothing aware of

Other: (Specify below) \$ 0

**TOTAL** \$ 791.48

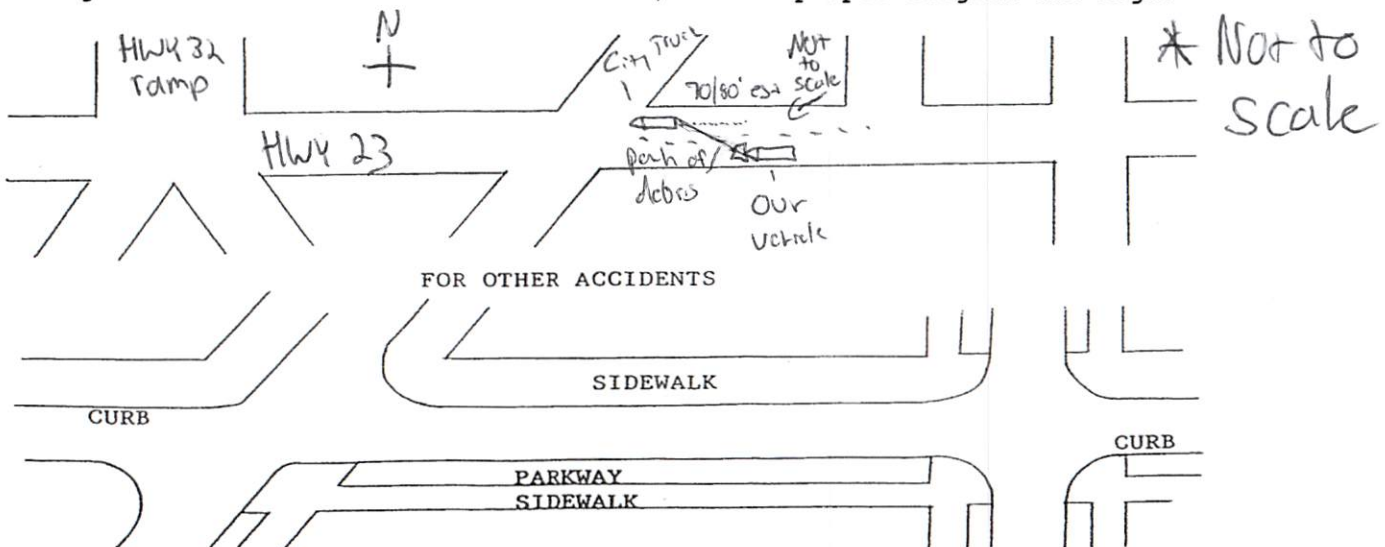
Damaged vehicle (if applicable)

Make: Chevy Model: Equinox Year: 2020 Mileage: 28,858

Names and addresses of witnesses, doctors and hospitals: NA

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 Jerrey Willemms DATE 12/08/22

While driving east bound on Hwy 22  
near Sheboygan Falls we were driving  
behind a dump truck and something  
hit our window with such force  
and loudness that I shielded  
myself. Then saw the impact site  
in windshield and the glass  
fragments on the dash.

Item 19.

Laura Willemms



On 12.07.22 at about 12:55pm my wife and I were headed east bound on HWY 23 and while we were west of the 32 off ramp our vehicle was hit by a what appeared to be a rock, metal, or some kind of debris that came from the direction of a city of Sheboygan dump truck with an identifying number of 659. The piece of debris appeared to have come from a slight upward trajectory and impacted the middle/top area of our windshield. When it impacted our windshield it fractured it and sent a large amount of glass shards into the cabin. My wife Laura Willems was in the passenger seat when it happened. The city of Sheboygan truck was traveling in the right lane, and our vehicle was in the left lane- I estimate that we were about 70/80 ft behind the truck when we were impacted. Once we were hit, we passed the vehicle to avoid getting hit by any other debris and took pictures of the vehicle and noticed more debris that was coming off the truck (not rocks, looked like some kind of building material or scrap). No one appears to have been injured from the incident that we are aware of. After we got home we contacted the Sheboygan County Sheriff's Department to document and to advise incase there was any more safety issues with the truck. I also called and advised the city of Sheboygan as well just to prevent any other safety issues with the truck.

Due to the fact that debris came off the city of Sheboygan truck while we were traveling a reasonable and safe distance behind it in the other lane (with no other vehicles present), we would please like the city of Sheboygan to cover and reimburse the cost of the damage/repair costs to our vehicle. We are willing to pay for the cleaning of the debris from the cabin ourselves and would just like the physical damage/repair cost of \$791.48 reimbursed for what was done to our vehicle from the debris that came from the City of Sheboygan truck.

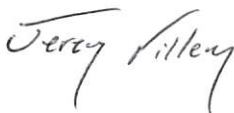
Our insurance company (Secura) is aware and indicated that if we file and a claim it will trigger our rates to increase if they have to cover (In addition to deductible that we will also have to pay). They advised they may contact the city due to the damage being caused from debris coming off a city vehicle, but we advised us to contact first to expedite the process, prevent insurance rates from being impacted, and to avoid deductible.

I have enclosed photos, the claim form, and the repair estimate. Please review and let me know if you would like a copy of the original photos I sent to you as the print quality may not be the best (I apologize).

Thank you for your time,

Jeremy Willems

920.418.0489



**MARTIN AUTO. DBA LAKESHORE AUTO GLASS**  
**729 S 8TH STREET**  
**SHEBOYGAN, WI 53081**

**(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393**

INVOICE NUMBER	
DATE	12/7/12 <i>Item 19.</i>
REFERENCE #	Quo: 16850
TAX ID NUMBER	390875970

9:18AM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE:
			INSTALLED BY:
SALES REP: CHRIS			TERMS: Net 30
BILL TO:	SOLD TO:		
Safelite-Secura Ins. P.O. Box 182277 Columbus, OH 43218-2277	Attn: Jeremy Willems N6251 Woodland Rd Sheboygan, WI 53083		
W: (800) 828-7047 E: 2	H: (920)418-0489		

**Insurance Information**

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

**Vehicle Information**

MAKE: CHEVROLET	MODEL: EQUINOX	YEAR: 2020
BODY: 4 DOOR UTILITY	VIN:	ODOMETER:
STOCK #: R.O. #:	UNIT #:	LICENSE #:

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW02654GTYN Windshield (Solar) (Acoustic Interlayer) (Condensa	3.00	\$111.00	\$0.00	\$552.65	\$359.22	\$470.22
2.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$30.00
1.00	RECAL DYNAMIC OEM # - RECAL DYNAMIC RECAL DYNAMIC	0.00	\$0.00	\$0.00	\$250.00	\$250.00	\$250.00

**PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081**

**\* THIS IS A QUOTE / DO NOT PAY \***

Thank you! CHRIS

**Customer Signature:**

**Amount Due: \$791.48 Invoice Total \$791.48**

Total Labor \$111.00  
Total Kit \$30.00  
Total Parts \$609.22  
Subtotal \$750.22  
Sales Tax @ 5.5000 % \$41.26

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.





Taken about 10 secs after impact while passing to avoid more debris - then this when  
impacted +  
further d





closer pic of vehicle





Item 19.

Debris of numerous tiny glass shards in cabin





Glass shards on dashboard





Damage to windshield





III

Res. No. 112 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a conflict waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Aurora Health.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately due to the fact that Quarles & Brady LLP needs to begin their representation of Advocate Aurora Health as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to execute the conflict waiver letter, a copy of which is attached hereto.

*Suspend Rules  
Adopt Res*

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

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor





411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Direct Dial: (414) 277-5133  
Direct Fax: (414) 978-8299  
E-Mail: Noelle.Granitz@quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Tampa  
Tucson  
Washington, D.C.

December 13, 2022

**VIA EMAIL (Charles.Adams@sheboyganwi.gov)**

Charles Adams  
City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 210  
Sheboygan, Wisconsin 53081

**RE: Conflict Waiver - Donation of Land - City of Sheboygan**

Dear Attorney Adams:

Advocate Aurora Health ("AAH") has asked us to represent it with respect to the potential donation of land to the City of Sheboygan. This firm currently represents the City of Sheboygan (the "City") with respect to other matters, unrelated to AAH or this matter. We have determined that the factual and legal issues likely to arise in the work that AAH has asked us to do appear to be unrelated to the work we have been asked to or appear likely to do for the City.

Under Wisconsin's rules of professional conduct, which apply to all Wisconsin lawyers, my firm and I may not be adverse to a current client, even on an unrelated matter, without the informed consent of each affected client. This means that we must explain to both AAH and the City the material risks and reasonably available alternatives of consenting and that I cannot proceed with AAH's request for representation unless both consent.

The proposed new matter and the existing matters in which we represent AAH are wholly unrelated and will be handled by different lawyers who are in different practice groups within the firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the City's interests will be adversely affected. Any privileged or other confidential information acquired by us as a result of our representation of the City will not be transmitted to our lawyers who may be involved in the proposed new matter. As we discussed, the City understands that by consenting to this conflict, my firm and I will be representing AAH adversely to the City in connection with the matter referenced above. In other words, we would be adverse to the City on that matter.

December 13, 2022  
Page 2

If the City has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. If it is willing to consent after appropriate review, please sign the enclosed copy of this letter in the space provided and return it to me by email.

Sincerely,

**QUARLES & BRADY LLP**



Thomas Cameron

NBOBBE:emb  
cc (via e-mail):  
Kathryn Hoffman  
Rebecca Speckhard

City of Sheboygan understands the risks described above and consents to the terms of representation set forth above.

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

III

Res. No. 115 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing the City Attorney to execute a License Agreement with LawVu Limited for document and project management software and authorizing an adjustment to the 2023 budget to fund the purchase.

WHEREAS, the City Attorney's Office ("Office") currently utilizes CityLaw software for document management; and

WHEREAS, the Office is dissatisfied with CityLaw because several key features are not functional and because the Office has identified a need for project management software in addition to document management software; and

WHEREAS, the Office has identified LawVu software as the best option to meet its needs; and

WHEREAS, the City's IT Department has expressed support that the LawVu software will be compatible with other software programs currently in use; and

WHEREAS, the Office has budgeted funds sufficient to renew the CityLaw software for 2023 but will need additional funds for the LawVu software; and

WHEREAS, the Office has concluded that these additional funds may be secured by not filling a currently vacant Assistant City Attorney position in 2023; and

WHEREAS, in order to make the initial term payment by December 31, 2022 and to secure currently quoted pricing, it is appropriate to suspend the rules and adopt this Resolution without referral to a committee of the Council.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is authorized to execute a License Agreement with LawVu Limited upon terms acceptable to the City Attorney.

Suspend Rules  
Adopt Res

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer funds in the amount of \$33,297 in payment of same via the following budget amendment.

DECREASE - General Fund - City Attorney - Full-time Salaries - Regular (Account No. 101130 - 510110)

INCREASE - General Fund - City Attorney - Contracted Services (Account No. 101130-531100)

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III  
Res. No. 114 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an Agreement with Humana Wellness for Application for wellness services.

WHEREAS, since 2020, the City has offered employees access to Humana Wellness' Go365 wellness program as part of the City's employment benefits package; and

WHEREAS, while reviewing an amendment to the Wellness Services Agreement entered into by the City and Humana Wellness in December, 2020, staff learned that the Agreement and a 2022 amendment had not been presented to Council for approval or executed by authorized City officials; and

WHEREAS, staff desires to correct this and to approve the attached amendment modifying the Go365 health coaching program provision; and

WHEREAS, the City Attorney's Office has reviewed the original agreement and amendment; and

WHEREAS, the rules are being suspended due to the fact that the amendment is effective as of January 1, 2023 and needs to be signed as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the attached Amendment to Humana Wellness Service Agreement and to withdraw funds from Account No. 710144-580900 (Health Insurance Fund - Wellness Initiative) as necessary to support the program but such funds shall not exceed \$27,500 for the year 2023.

BE IT FURTHER RESOLVED: That the Benefits Administrator and/or Human Resources Generalist are retroactively authorized to execute the original Humana Wellness Services Agreement and the first amendment dated November 15, 2021, copies of which are attached hereto.

Suspend Rules  
Adopt Res

BE IT FURTHER RESOLVED: That all terms not amended are incorporated into the amendment by reference and shall remain in effect.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

The Humana Wellness Services Agreement between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter "**Humana Wellness**") and City of Sheboygan (hereinafter "**Customer**") effective on 01/01/2021 (hereinafter "**Agreement**") is hereby amended, effective as of 01/01/2023, in accordance with the Amendment Provision Section of the Agreement and for good and valuable consideration, in the following particulars:

- I. The Go365 Program Statement of Work, **Appendix A: Go365 Pricing** attached to this Amendment, and incorporated herein, shall supersede and replace in its entirety any previously existing Statement of Work, Go365 Pricing Appendix.

Affirmation of Agreement. Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect; provided that in the event of any conflict between the terms of this Amendment and those of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, Humana Wellness and the Customer have executed this Amendment on \_\_\_\_\_.

City of Sheboygan

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HARRIS, ROTHENBERG INTERNATIONAL INC.  
D/B/A HUMANA WELLNESS**

By: Sue Schick

Name: Susan D. Schick

Title: Segment President, Group and Military Business



## AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

**Appendix A: Go365 Pricing**

For clarity purposes, per “**eligible employee**” below means “**Covered Person**” as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible employee count per month, not based on active participation by Covered Persons. Eligibility cannot be determined by member opt in and cannot be defined as active participation in the Program. Applicable to standalone Go365 Customers: Customers that fall below 100 employees will be subject to a rate surcharge at time of quote/renewal. Customers with less than 51 employees on the submitted eligibility file are not eligible for standalone Go365.

Go365 Services	Fees
Go365 01/01/2023-12/31/2023	\$3.85 per eligible employee per month (PEPM) Total Administration Fee
<p>The Go365 fee includes:</p> <ul style="list-style-type: none"> <li>- Standard employee and employer reporting. Additional charges apply for custom reporting.</li> <li>- Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. <i>Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.</i></li> <li>- Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications.</li> <li>- Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee.</li> </ul>	
Biometric Screening Services	Biometric Screening and Rewards Fees
<p>Retail Biometric Screenings</p> <p>Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer’s Covered Persons.</p>	<p>\$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed \$60.00 during the contract period)</p> <p>Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address:</p> <p>Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035</p>
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.
Go365 Fee Term	
The Go365 monthly fees presented in this <b>Appendix A</b> are valid for the period of time beginning on effective date 01/01/2023 and ending on 12/31/2023 , except as otherwise stated.	

AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

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## AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

The Humana Wellness Services Agreement between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter "**Humana Wellness**") and City of Sheboygan (hereinafter "**Customer**") effective on 01/01/2021 (hereinafter "**Agreement**") is hereby amended, effective as of 01/01/2022, in accordance with the Amendment Provision Section of the Agreement and for good and valuable consideration, in the following particulars:

- I. The Go365 Program Statement of Work effective on 01/01/2021 shall be amended in the following manner:
  - a. References to "Client" are replaced with "Customer".
  - b. The Health Coaching Program provision has been deleted and replaced with the following:  
**Health Coaching Program:** Humana Wellness's Health Coaching Program is included with the Rewards Program and provides Covered Persons with unlimited access to a dedicated personal coach. All coaches are experts in the behavior change process, utilizing a proprietary coaching model grounded in positive psychology and other trans-theoretical psychological theories. With a variety of backgrounds, Humana Wellness coaches have successfully completed a rigorous training program. Ongoing quality monitoring and mentoring enhance coaching skills and expertise.
- II. The Go365 Program Statement of Work, **Appendix A: Go365 Pricing** attached to this Amendment, and incorporated herein, shall supersede and replace in its entirety any previously existing Statement of Work, Go365 Pricing Appendix.

Affirmation of Agreement. Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect; provided that in the event of any conflict between the terms of this Amendment and those of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, Humana Wellness and the Customer have executed this Amendment on 11/15/2021.

City of Sheboygan

**HARRIS, ROTHENBERG INTERNATIONAL INC.  
D/B/A HUMANA WELLNESS**

By: Jennifer Wray  
Jennifer Wray (Nov 15, 2021 12:12 CST)

Name: Jennifer Wray

Title: HR Generalist

By: Sue Schick

Name: Susan D. Schick

Title: Segment President, Group and Military Business



## AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

**Appendix A: Go365 Pricing**

For clarity purposes, per “eligible employee” below means “Covered Person” as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible employee count per month, not based on active participation by Covered Persons. Eligibility cannot be determined by member opt in and cannot be defined as active participation in the Program. Applicable to standalone Go365 Customers: Customers that fall below 100 employees will be subject to a rate surcharge at time of quote/renewal. Customers with less than 51 employees on the submitted eligibility file are not eligible for standalone Go365.

Go365 Services	Fees
Go365 01/01/2022-12/31/2022	\$3.85 per eligible employee per month (PEPM) Total Administration Fee
<p>The Go365 fee includes:</p> <ul style="list-style-type: none"> <li>- Standard employee and employer reporting. Additional charges apply for custom reporting.</li> <li>- Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. <i>Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.</i></li> <li>- Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications.</li> <li>- Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee.</li> </ul>	
Biometric Screening Services	Biometric Screening and Rewards Fees
Retail Biometric Screenings	\$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed \$60.00 during the contract period)
Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer’s Covered Persons.	<p>Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address:</p> <p>Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035</p>
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.
Go365 Fee Term	
The Go365 monthly fees presented in this <b>Appendix A</b> are valid for the period of time beginning on effective date 01/01/2022 and ending on 12/31/2022 , except as otherwise stated.	

## AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT

Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

**AMENDMENT TO HUMANA WELLNESS SERVICES AGREEMENT**

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## HUMANA WELLNESS SERVICES AGREEMENT

This Humana Wellness Services Agreement (hereinafter “**Agreement**”) is made by and between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter “**Humana Wellness**”), and City of Sheboygan (hereinafter “**Customer**”) both individually and collectively referred to herein as the Party or Parties.

### RECITALS

**WHEREAS**, Customer makes available various health and wellness programs for the benefit of its Covered Persons, as defined below; and

**WHEREAS**, Customer wishes to utilize the Wellness Services, as defined below, provided by Humana Wellness for Covered Persons, as defined below, subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

In addition to the definitions provided throughout this Agreement, the following capitalized terms have the meanings provided below:

1.1 “**Affiliate**” means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. A Person shall be deemed to control an entity if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 “**Covered Person**” means an individual natural person residing within the Territory whom Customer designates as eligible to receive Wellness Services under this Agreement.

1.3 “**Humana Wellness Property**” means, collectively: (i) any and all systems, hardware, software, networks, online platforms, online resources, online content, applications, source codes, specifications, templates, modules, devices, equipment, documents, articles, presentations, newsletters, reports, images, videos, audio files, artwork and any and all other materials whether in electronic or hardcopy format or other property owned, licensed, leased, produced, designed, created or used by Humana Wellness or its Affiliates as of the Effective Date or thereafter, whether for purposes of providing the Wellness Services pursuant to this Agreement or for any other purpose; (ii) all Proprietary Information of Humana Wellness or its Affiliates; and (iii) any and all Intellectual Property in any of the foregoing or related thereto.

1.4 “**Intellectual Property**” means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

1.5 “**Person**” means a natural person or a corporation, partnership, limited liability company, trust, association or other entity, as the context requires or permits.

## HUMANA WELLNESS SERVICES AGREEMENT

1.6 **“Proprietary Information”** means all information related to the business and operations of a Party, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees. Such information may be obtained from any source, whether written or oral, as well as all information contained on a Party’s mainframe, networks, LANs and workstations, including all software, middleware, firmware, groupware and licensed internal code, whether owned or licensed currently or in the future, which could be accessed by Customer’s personnel by any direct or remote access method. Proprietary Information does not include information that: (a) has been previously published or is now or becomes public knowledge through no fault of the other Party; (b) can be established by documentary evidence to have been in the lawful possession of the other Party at the time of disclosure; (c) can be established by documentary evidence to have been made available to the other Party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; (d) can be established by documentary evidence to have been independently developed by the other Party; (e) constitutes know-how which in the ordinary course becomes indistinguishable from the know-how of the other Party; or (f) is in response to a valid order by a court of competent jurisdiction or otherwise required by law (in which case the other Party shall provide prompt written notice to the disclosing Party affording the disclosing Party the opportunity to challenge such order or legal requirement). Humana Wellness’s Proprietary Information also includes but is not limited to any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of Humana Wellness, its parent company, its subsidiaries or an Affiliate or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities.

1.7 **“Territory”** means the United States of America.

## 2. SCOPE OF SERVICES

From time to time the Parties shall execute statements of work describing the services to be provided by Humana Wellness under this Agreement (each a **“Statement of Work”** or collectively, the **“Statements of Work”**). The services described in such Statements of Work shall be collectively referred to as the **“Wellness Services.”** The Parties shall be bound by any additional terms and conditions within a Statement of Work. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall govern with respect to Wellness Services under such Statement of Work.

## 3. RESPONSIBILITIES OF CUSTOMER

3.1 **PROVISION OF ELIGIBILITY AND ENROLLMENT DATA AND INFORMATION TO HUMANA WELLNESS.** Customer shall provide Humana Wellness with eligibility data for Covered Persons (hereinafter referred to as an **“Eligibility File”**) in a form specified by Humana Wellness and at a frequency mutually agreed upon by the Parties. The Eligibility File shall contain the necessary information as reasonably required by Humana Wellness to verify the identity of Covered Persons and to administer the Wellness Services. Eligibility information shall be submitted by the Customer to Humana Wellness via secure file transfer protocol (SFTP), secure email or uploaded directly to Humana Wellness’s online web portal. Required Eligibility File information includes, but is not limited to, the full name, address, date of birth, and unique identifier for each Covered Persons. Customer shall update its Eligibility File listing of all Covered Persons to serve as notice to Humana Wellness of any additions, changes, deletions or modifications to the list of Covered Persons. Without limiting the generality of the foregoing, Customer shall immediately notify Humana Wellness in writing in the event that (a) Customer desires to make Wellness Services available to any entity or individual located or residing outside of the Territory; or (b) any eligible recipient of Wellness Services as indicated in an Eligibility File ceases to reside within the Territory. Humana Wellness shall be entitled to rely on the accuracy and completeness of the Eligibility File in providing the Wellness Services. Humana Wellness shall promptly implement such updated information in providing the Wellness Services.

## HUMANA WELLNESS SERVICES AGREEMENT

3.2 **PROVISION OF OTHER DATA AND INFORMATION TO HUMANA WELLNESS.** Customer shall, at no cost to Humana Wellness, provide or arrange for Humana Wellness to have access to relevant claim information and other information pertaining to Covered Persons required by Humana Wellness to provide the Wellness Services under this Agreement, in a format and frequency prescribed by Humana Wellness.

3.3 **CUSTOMER COOPERATION.** Customer understands and agrees that Wellness Services may be provided, at Humana Wellness's discretion, by Humana Wellness Affiliates, contractors, and vendors. Customer shall cooperate fully with Humana Wellness and Humana Wellness's Affiliates, contractors, and vendors in implementing and fulfilling the obligations under this Agreement, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Wellness Services.

3.4 **COMPLIANCE WITH LAWS.** Customer is responsible for compliance with all applicable provisions of law addressing Customer's duties with respect to the Wellness Services and its own benefit plan or arrangement which may include Wellness Services. This includes, without limitation, compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the program and compliance with state escheat and unclaimed or abandoned property laws. Humana Wellness shall not be responsible or ultimately liable for Customer or any other Person or Party's obligation to comply with applicable law. Further, Customer acknowledges that Humana Wellness is a service provider with respect to the Wellness Services provided under this Agreement and that Humana Wellness is not a plan sponsor or plan administrator as the term is defined in ERISA. For the avoidance of doubt, if Customer decides to offer incentives or rewards to Covered Persons above and beyond those rewards and incentives included in the Wellness Services by Humana Wellness, if any, Customer is solely responsible for ensuring any such incentives or rewards it offers to Covered Persons comply with applicable law. In such a case, Humana Wellness makes no representation that Wellness Services are suitable for use in connection with any particular incentives or rewards and assumes no liability for Customer's compliance with applicable law.

3.5 **COOPERATION WITH HUMANA WELLNESS.** Customer agrees to cooperate with Humana Wellness in complying with state and/or federal laws, rules and regulations and accreditation requirements to which Humana Wellness is or may be subject and not place Humana Wellness in jeopardy of non-compliance by action or inaction.

## 4. RESPONSIBILITIES AND RIGHTS OF HUMANA WELLNESS

4.1 **NON-DISCRIMINATION.** Humana Wellness agrees to provide Wellness Services to Covered Persons in accordance with the prevailing practices and standards of the industry.

4.2 **INSURANCE.** Humana Wellness shall carry professional liability insurance coverage in an amount equal to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, as well as comprehensive general liability insurance or self-insurance, errors and omissions insurance, and workers compensation insurance where required by law, throughout the Term of this Agreement. Humana Wellness agrees to provide evidence of said insurance coverage to Customer at any time during the Term of this Agreement upon reasonable request by Customer. Humana Wellness shall provide and/or shall require the carrier(s) to provide Customer with at least ten (10) days prior written notice of any non-renewals, cancellations or modifications resulting in a decrease and/or limitation in coverage.

## 5. PRICING; PAYMENT TERMS

5.1 **PRICING.** Fees for the Wellness Services provided hereunder to Customer ("**Fees**") shall be as set forth in the Statement(s) of Work.

## HUMANA WELLNESS SERVICES AGREEMENT

5.2 PAYMENT TERMS. Customer shall pay the Fees on a monthly basis. Invoices will be delivered to Customer by the fifteenth (15<sup>th</sup>) of each calendar month and payments shall be due and payable within thirty (30) days of the invoice date. Fees for any custom development services (if applicable) will be invoiced upon completion of development work and/or as defined in the Statement(s) of Work. Any delinquent payment under this Agreement shall bear interest from the due date until paid at a rate of 0.5% per month or the maximum allowable rate under the law, whichever is less.

### 6. TERM AND TERMINATION

6.1 TERM. The initial term of this Agreement (the “**Initial Term**”) shall be one (1) year(s), commencing on the Effective Date. This Agreement will automatically renew for additional consecutive one (1) year periods (each a “**Renewal Term**”) on the same terms, conditions and provisions as contained herein, together with any authorized and approved amendments hereto, unless Humana Wellness or Customer provides written notice of non-renewal at least ninety (90) days’ prior to the expiration of the then current Initial Term or Renewal Term. This Agreement’s Initial Term and any subsequent Renewal Term(s) shall be referred to herein collectively as this Agreement’s “**Term**.” Each Statement of Work may have a term that differs from this Agreement, and each Statement of Work may be terminated separately from this Agreement consistent with the termination rights provided in this Agreement or such Statement of Work.

6.2 TERMINATION. This Agreement, including all exhibits and Statements of Work, may be terminated as follows; additional termination rights may be provided for in each Statement of Work:

#### 6.2.1 Termination without Cause.

(a) Notwithstanding anything to the contrary herein, this Agreement may be terminated by Humana Wellness or Customer without cause by providing at least ninety (90) days prior written notice to the other. In the event that either Party terminates this Agreement without cause, Humana Wellness agrees: (i) if requested, to work with Customer in the orderly transition of Covered Persons receiving Wellness Services to alternative programs; and (ii) further, that Customer may begin to transition Covered Persons to alternative programs in the thirty (30) day period prior to the effective date of said without cause termination and payment to Humana Wellness for such Wellness Services will be adjusted accordingly.

(b) Humana Wellness and Customer may terminate this Agreement at any time upon the mutual written agreement of the Parties.

#### 6.2.2 Termination for Cause.

(a) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any fraud or material misrepresentation by the other Party.

(b) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any failure by the other Party to comply in any material respect with any material provision of this Agreement that is not cured in all material respects within the thirty (30) day notice period.

(c) Humana Wellness may immediately terminate this Agreement if Customer is more than forty five (45) days past due on payments owed to Humana Wellness under this Agreement.

(d) This Agreement shall automatically terminate one (1) year after the termination of the last Statement of Work.

## HUMANA WELLNESS SERVICES AGREEMENT

### 6.2.3 Early Termination.

(a) If Customer terminates this Agreement without cause at any time during the initial twelve (12) months of this Agreement, Customer will pay Humana Wellness an early termination fee of three (3) times the Fees for one payment period and any additional shutdown costs associated with the termination, within thirty (30) days of the date of termination provided in Customer's notice to terminate this Agreement.

(b) Following the first twelve (12) months of this Agreement, either Party may terminate this Agreement at any time, without cause, upon at least ninety (90) days' prior written notice to the other Party.

6.3 IMMEDIATE TERMINATION. This Agreement may be terminated immediately and automatically, if either Humana Wellness or Customer applies for or consents to the appointment of a receiver, trustee or liquidator, files a voluntary petition-in-bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that Party by a court of competent jurisdiction on the application of a creditor of such Party, adjudicating such Party bankrupt or insolvent or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of sixty (60) consecutive days.

6.4 SURVIVAL OF RIGHTS. Termination of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination.

6.5 DATA TRANSFER. Upon reasonable request by Customer, upon termination of this Agreement (or prior to termination if required by law), Humana Wellness shall transfer all documentation of and/or data related to Wellness Services rendered to Covered Persons under this Agreement that was not otherwise previously provided to Customer as permitted by law and/or under NCQA accreditation requirements.

## 7. INDEMNIFICATION

7.1 INDEMNIFICATION BY HUMANA WELLNESS. Humana Wellness shall indemnify, defend, and hold harmless Customer, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the "**Customer Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Customer Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Humana Wellness's employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Humana Wellness's breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Humana Wellness, its employees and/or representatives. Humana Wellness's obligations to defend and indemnify the Customer Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Customer Indemnitee(s). Humana Wellness's indemnity liability under this Section, including indemnification of attorneys' fees and other defense costs, shall be limited to one million dollars (\$1,000,000) during the Term of this Agreement (the "**Indemnity Cap**").

## HUMANA WELLNESS SERVICES AGREEMENT

7.2 INDEMNIFICATION BY CUSTOMER. Customer shall indemnify, defend, and hold harmless Humana Wellness, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the “**Humana Wellness Indemnitees**”) from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Humana Wellness Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Customer’s employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Customer’s breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Customer, its employees and/or representatives. Customer’s obligations to defend and indemnify the Humana Wellness Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Humana Wellness Indemnitee(s).

7.3 INDEMNIFICATION COSTS AND ATTORNEYS’ FEES. In addition to the foregoing, all indemnities set forth in this Agreement shall include reasonable court costs, attorneys’ fees, and expert witness fees, as and when incurred. The indemnifying Party shall have the right to select counsel to defend against the indemnified claim (subject to reasonable and timely review and consent of the indemnified Party, which consent shall take into consideration the requirements of the indemnifying Party’s insurance carrier) and, except as provided below, will be the sole judge of the acceptability of any compromise or settlement of the indemnified claim. Notwithstanding the foregoing, the indemnifying Party shall not: (a) settle any indemnified claim which will subject the indemnified Party to any form of temporary or permanent injunctive relief without the indemnified Party’s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) or (b) settle any other indemnified claim without consultation with the indemnified Party.

7.4 INDEMNIFICATION PROCEDURES. If a claim covered by the foregoing indemnities is asserted against either Party, the indemnified Party shall promptly give the indemnifying Party written notice thereof. The indemnified Party shall extend its full cooperation in connection with the defense provided by the indemnifying Party, subject to reimbursement for all reasonable out-of-pocket expenses incurred by the indemnified Party in providing such cooperation. If the indemnifying Party fails to defend a claim within a reasonable time, which time shall not extend beyond the date the indemnified Party is required to file an answer or other responsive pleading to the pending claim, the indemnified Party shall be entitled to assume defense of the claim and the indemnifying Party shall be bound by the results obtained by the indemnified Party with respect to such claim.

## 8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH CLAIM OF LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

8.2 To the maximum extent permitted by applicable law, Customer agrees that Humana Wellness’s total maximum aggregate cumulative liability (including that of Humana Wellness’s Affiliates and subcontractors) to Customer for all past, present and future claims, demands, actions, causes of action, requests, lawsuits, judgment damages, costs, expenses, prejudices or losses (collectively, “**Direct Claims**”) in relation to or arising under this Agreement shall be limited to Customer’s actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Direct Claims past, present and future, the total amount of compensation paid by Customer to Humana Wellness under this Agreement during the twelve (12) month period immediately preceding the loss. This limitation of liability for Direct Claims shall not be construed so as to limit either Party’s rights or obligations of indemnity for third party claims as set forth herein, which rights and obligations shall be governed exclusively by the provisions of Section 7 and the separate Indemnity Cap set forth therein.



## HUMANA WELLNESS SERVICES AGREEMENT

### 9. DISPUTE RESOLUTION

9.1 For all controversies, claims and matters of difference arising out of the business relationship between the Parties, the Parties hereby agree to promptly discuss such controversies, claims and matters of difference in an attempt to come to a mutually agreeable resolution.

9.2 In the event of a dispute between Humana Wellness and Customer which cannot be settled by mutual agreement pursuant to the process described in Section 9.1, including without limitation, a dispute involving the interpretation of any provision of this Agreement or otherwise arising out of the Parties' business relationship (excluding any disputes that are currently the subject of individual or class litigation), the obligations of Humana Wellness or Customer hereunder, or allegations or claims involving violations of state or federal laws or regulations, such dispute shall be resolved by binding arbitration, conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be conducted in Louisville, Kentucky. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction sitting in Louisville, Kentucky, or application may be made to such court for judicial acceptance and enforcement of the award, as applicable law may require or allow. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the Parties. Each Party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings. Arbitration proceeding(s) hereunder shall be conducted solely between Humana Wellness and Customer, class-based arbitration shall not be permitted.

### 10. HEALTH CARE REGULATORY COMPLIANCE

10.1 HIPAA COMPLIANCE. If applicable, Humana Wellness shall at all times throughout the Term of this Agreement comply with and provide all Wellness Services hereunder consistent with the following standards as such standards are applicable to Humana Wellness: (a) all requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Regulations promulgated thereunder, (b) the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (collectively, "HITECH Act"), and (c) all state data security and any other laws applicable to the provision of the Wellness Services hereunder. Contemporaneously with the execution of this Agreement, the Parties agree to execute a Business Associate Agreement, if applicable in the form attached to this Agreement.

10.2 PRIVACY RULE COMPLIANCE. Both Parties will comply with all applicable provisions of HIPAA, including the privacy provisions, as such are implemented and revised from time to time. Both Parties further agree that they will: (a) not use or disclose any protected health information or de-identified protected health information (collectively "PHI") obtained or accessible by them as a result of their performance under this Agreement other than as permitted or required by this Agreement or by law; (b) use appropriate safeguards to prevent use or disclosure of such PHI except as permitted by this Agreement; (c) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI in violation of the requirements of this Agreement; (d) report any use or disclosure of PHI not provided for in this Agreement of which they become aware; (e) ensure that Humana Wellness's subcontractors to whom they provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply with respect to such PHI; (f) make available PHI to any individual who has a right of access under local, state and/or federal law or regulation; (g) make available PHI for amendment and incorporate any amendments to PHI; (h) make available the information required to provide an accounting of disclosures; and (i) make its internal practices, books and records relating to the use and disclosure of PHI received or obtained, or created or received, available to the Secretary of the Department of Health and Human Services for determining provider's compliance with federal regulations.

## HUMANA WELLNESS SERVICES AGREEMENT

10.3 TRANSACTION AND SECURITY REGULATIONS COMPLIANCE. Both Parties shall comply with the Transaction Code Set Regulations. Upon the Effective Date, and for so long as any PHI is transmitted between the Parties using electronic media, both Parties shall protect the integrity, privacy and availability of such PHI by implementing appropriate and commercially reasonable administrative procedures, physical safeguards, technical security services and technical security mechanisms with respect to facilities and software and systems, all as required by, and as more specifically set forth in, the Federal Transaction Regulations and the Federal Security Regulations.

10.4 TERMINATION. In addition to other provisions of this Agreement relating to termination rights, the following shall apply:

10.4.1 In the event that either Party materially breaches any of the above provisions, or declines to implement any changes that are legally required to ensure compliance with HIPAA and related laws and regulations, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party after providing at least a five (5) calendar day opportunity period to cure the breach.

10.4.2 At termination of this Agreement, for any reason, each Party will return or destroy any and all PHI received from the other Party in any form and retain no copies of such information or, if such return or destruction is not feasible, shall notify the other Party of the condition that makes the return or destruction of PHI not feasible and shall extend the protections of this Section 10 to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible for so long as the other maintains such PHI. These provisions shall survive the expiration or termination of this Agreement for any purpose.

10.5 AMENDMENT. The Parties agree that if necessary, they shall amend this Section 10 of this Agreement to comply with or effectuate changes to, or the interpretation of, HIPAA, the HITECH Act and the regulations issued under them.

## 11. INTELLECTUAL PROPERTY USE AND OWNERSHIP

11.1 INTELLECTUAL PROPERTY USE. Humana Wellness grants to Customer, and Customer accepts, a non-exclusive, non-transferable, revocable right to access and to use Humana Wellness Property, as applicable to Wellness Services provided under this Agreement. Customer expressly acknowledges that the Humana Wellness Property is provided under license to Customer and that Humana Wellness Property is made available to Customer and Customer's Covered Persons only for the purposes stated in this Agreement and only during the Term of this Agreement. Customer shall take reasonable security measures to prevent unauthorized access to or use of the Humana Wellness Property and shall notify Humana Wellness in the event it identifies any unauthorized access or use.

11.2 RESTRICTIONS ON INTELLECTUAL PROPERTY USE. Customer agrees not to reproduce Humana Wellness Property except as may be required for the sole purpose of accessing or using Humana Wellness Property pursuant to this Agreement. Customer further agrees not to distribute or display Humana Wellness Property, to create derivative works based on Humana Wellness Property, or to access or use the Humana Wellness Property in any manner not expressly permitted under this Agreement. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or trade secrets from any software or proprietary materials of Humana Wellness and/or its subcontractors, lessors or licensors.

11.3 INTELLECTUAL PROPERTY OWNERSHIP. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. Humana Wellness and/or its subcontractors, lessors, and licensors are, and shall remain the sole and exclusive owner of their respective Humana Wellness Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. Upon the expiration or termination of this Agreement or applicable Statement of Work, as the case may be, Customer shall promptly return to Humana Wellness (or at Humana Wellness's request, destroy), all such Humana Wellness Property in its possession or control.

## HUMANA WELLNESS SERVICES AGREEMENT

### 12. NON-SOLICITATION

12.1 Customer agrees that during the Term and for a period of one (1) year from the date of termination of this Agreement (collectively, the “**Restricted Period**”), neither Customer, nor Customer’s employees, officers, directors, agents or other representatives, individually or on behalf of any other Person or entity, directly or indirectly, shall recruit or hire any Person who was an employee of Humana Wellness or its Affiliates with knowledge or training on the Wellness Services at any time during the Restricted Period. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12.1.

### 13. OTHER PROVISIONS

13.1 AMENDMENTS. This Agreement may be amended at any time by written agreement executed by authorized representatives of both Parties.

13.2 ASSIGNMENT. Neither Party shall assign or transfer this Agreement in whole or in part without the prior written consent of the other Party which shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the forgoing, Humana Wellness may assign this Agreement to a parent, an Affiliate or pursuant to a sale of all or substantially all assets without written consent or notice.

13.3 CONTRACT INTEGRATION. All appendixes and exhibits to this Agreement are hereby incorporated into this Agreement. Additionally, all Statements of Work entered into pursuant to this Agreement are hereby incorporated into this Agreement. This Agreement, including its Statements of Work, appendixes, exhibits, and any amendments, addenda, documents or other data attached hereto or incorporated herein constitutes the entire understanding of the Parties with regard to the matters addressed by this Agreement and supersedes all prior and contemporaneous representations and understandings, whether oral or written, between Humana Wellness and Customer.

13.4 FORCE MAJEURE. No Party to this Agreement shall be deemed to breach its obligations under this Agreement if that Party’s failure to perform under the terms of this Agreement is due to any act of God, acts of the United States of America, any state, territory or political subdivision thereof or any government in which the Wellness Services are performed, riot, war, terrorism, or natural disaster. The Parties agree to take all reasonable steps to preserve their respective performance obligations hereunder.

13.5 HEADINGS. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

13.6 INDEPENDENT CONTRACTOR STATUS. Notwithstanding anything to the contrary herein, Humana Wellness and Customer are independent Parties contracting with the other solely for the purpose of effecting this Agreement. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party’s behalf without the other Party’s prior written consent.

## HUMANA WELLNESS SERVICES AGREEMENT

13.7 NOTICE. All notices, requests, consents and other communications under this Agreement must be in writing and must be directed to the Parties at the addresses listed below, or to such other addresses the Parties may subsequently designate by written notice, and must be: (i) mailed by first class certified mail, return receipt requested; (ii) sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, with signature required; or (iii) delivered (in person, or by a fax or email transmission) with printed confirmation of receipt (in the case of a fax transmission) or reply email confirmation (in the case of an email transmission).

<i>If to Humana Wellness:</i>	Humana Wellness 500 W Main Street Louisville, KY 40202 Attention: Senior Leader
<i>Copy to:</i>	Humana Inc. 500 West Main Street Louisville, KY 40202 Attention: Law Department
<i>If to Customer:</i>	City of Sheboygan Jenny Lawrence 828 Center Ave Sheboygan, WI, 53081

13.8 PROMOTIONAL MATERIALS/USE OF NAME. With the exception of Humana Wellness identifying Customer as a client in its marketing materials during the Term of this Agreement, neither Customer nor Humana Wellness may use the other Party's name or any of their service marks in marketing material without the prior written consent of the other Party.

13.9 PUBLIC STATEMENTS. During the Term of this Agreement, neither Party will make any press release or other public announcement concerning this Agreement or the transactions contemplated by this Agreement, without the prior written approval of the other.

13.10 SEVERABILITY. The invalidity, illegality or unenforceability of any provisions of this Agreement, by statute, court or otherwise, shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13.11 SURVIVAL OF TERMS. The provisions of this Agreement concerning complaints, Covered Person and office records, access to information, indemnification, insurance, and where applicable, Proprietary Information shall survive the termination of this Agreement by either Party for any reason. In addition, any other rights that should by their nature survive termination or expiration of this Agreement shall survive such termination or expiration.

## HUMANA WELLNESS SERVICES AGREEMENT

13.12 **WAIVER.** Waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. Neither failure nor delay on the part of any Party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the Parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

Furthermore, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by other Party shall not at any time be deemed a waiver of a Party's right to elect such remedy(s) at any subsequent time if a condition of default continues or recurs. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such Party's rights, powers and remedies.

13.13 **JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with applicable federal law and, to the extent such law does not apply, with Kentucky law without regard to the conflicts of law principles thereof.

This Agreement has been executed by the Parties' duly authorized representatives whose signatures appear below to be effective as of 01/01/2021 (the "**Effective Date**").

**Harris, Rothenberg International Inc.**  
**d/b/a Humana Wellness:**

By: Jeffrey Reid

Name: Jeffrey Reid

Title: Senior Vice President

Date: 12/07/2020

City of Sheboygan

By: Jenny Lawrence  
Jenny Lawrence (Dec 7, 2020 08:38 CST)

Name: Jenny Lawrence

Title: Benefits Administrator

Date: 12/07/2020

## STATEMENT OF WORK

### **Go365 Program, referenced as “Program”**

City of Sheboygan

referenced as “Customer”

**Effective Date:** 01/01/2021

This Statement of Work No. 1, “**Statement of Work**”, contains a description of the Program, and additional terms and conditions.

### **Definitions**

Bucks represents an accrual value that is applied toward redemptions in the Go365 Mall.

Buy Up Solutions are third party mobile apps, or websites, purchased by Customer, that provide various wellness services including fitness programs, nutrition information, weight loss management, etc. and that may be synched with the Go365 program by Covered Persons.

Engagements means a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Covered Persons to pursue.

Go365 Mall means a web based rewards redemption center where Bucks earned by covered Persons may be used to obtain products and services from Reward Merchants.

Health Assessment means the tool for assessing a Covered Person’s current health status, health and wellness level, activity level, and other related factors using the following three (3) components: 1) a questionnaire which gathers data about the Covered Person; 2) a set of data transformations which are used to analyze the data; and 3) reports which present the data in an organized manner.

Humana means Harris Rothenberg International, Inc. d/b/a Humana Wellness and its parent, affiliates, and subsidiaries.

Points means an incentive value earned for eligible Engagements that a Covered Person completes.

Program Parties means Go365, LLC and its parent company and each of their respective subsidiaries, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns.

Reward Merchants are independent contractors providing products and services to eligible Covered Persons. Reward Merchants are not agents or employees of Humana or Go365.

Reward(s)<sup>\*</sup> means the products and services available for redemption by Covered Persons through Reward Merchants via the Go365 Mall.

Status refers to a certain level of achievement within the incentive structure which can be attained by Covered Persons by earning Points. Currently the levels of achievement are: Blue, Bronze, Silver, Gold, and Platinum. Go365 reserves the right to modify the incentive structure at any time.



## STATEMENT OF WORK

### Go365 Program

The Program is a comprehensive wellness and rewards program offered by Go365, LLC (referred to as “Go365”, “we”, “us” and “our”) that encourages a healthy lifestyle, and rewards Covered Persons for taking steps to improve and continue healthy behaviors.

### Reasonable Alternative Standard

Rewards for participating in the Program are available to all Covered Persons. If any Covered Persons think that they might be unable to meet a standard for a Reward under the Program, they may qualify for an opportunity to earn the same Reward by different means. Covered Persons should contact Customer Support at the number listed on the back of their Program ID card and we will work with them (and, in some cases with their healthcare practitioner) to provide a reasonable alternative with the same Reward value, given their current health status.

### Scope of Services

- Humana has sole discretion in administering the Program terms and conditions.
- Humana may provide or make available the following services in connection with the Program:
  - Engagements which include a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Covered Persons to pursue.
  - An initial Health Assessment and subsequent Health Assessments.
  - An incentive structure with various rewards designed to encourage Covered Persons to engage in the Program and achieve personal wellness goals.
  - The Go365 Champs is a program which provides support to selected Covered Persons to enable them to successfully promote the Rewards Program to their co-workers.
  - Standard electronic communication materials for Covered Persons, to increase participation in Engagements, including emails, mobile app messaging, posters, and flyers.
  - Call center administration and management to answer questions from Covered Persons pertaining to the Program.

### Health Coaching Program

Health coaching provides Covered Persons with access to a personal coach. Personal coaching is available on topics including but not limited to: weight management, nutrition, fitness, tobacco and vaping cessation, diabetes management, cholesterol management, high blood pressure management, stress management, and back care. Coaches are trained to assist members in creating and sustaining positive behavior change. Coaches do not provide medical advice.

### Participation

The Client hereby acknowledges that they have read and accept the Program Terms and Conditions and agree that Go365 has sole discretion in administering the Program and interpreting and modifying the Terms and Conditions. Humana and Go365 are not responsible for misinterpretation or lack of knowledge of the Terms and Conditions.

Participation in the Program may include physical exercise, blood testing, and other health and fitness activities. Go365 is not liable for any loss, injury, or other adverse events in connection with participation in the Program.

### Reward Requests

The Covered Person must adhere to the Program participation policies and procedures as set forth in the materials provided by Go365 and/or Humana. Go365 and Humana are not responsible for ensuring Covered Persons' compliance with participation policies and procedures for the Program.

### Redemption of Rewards

Rules specific to Rewards redemption are set forth in the materials provided by Humana or Go365. Violation of these may result in forfeiture of Rewards and/or termination from the Program.

## STATEMENT OF WORK

### Cost of Engagements

The Client acknowledges that some Engagements have costs which are not funded by Humana or Go365 (e.g. blood testing, fitness assessments, weight management classes, disease management programs, etc.), either under the Client's compensation to Humana and Go365 or otherwise. Humana and Go365 shall have no responsibility for funding such Engagements, unless previously agreed upon by both Parties. Humana's Account Management Team will share information on the cost of Engagements with the Client's management to review and obtain approval prior to incurring costs for the Engagements on behalf of the Client.

### Liability of Third Party Vendors

Third Party Vendors include but are not limited to Reward Merchants and Buy Up Solutions. Third Party Vendors are independent contractors and not agents or employees of Humana or Go365. Humana, Go365 and Program Parties hereby disclaims any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any Third Party Vendor, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence or otherwise, of such Third Party Vendor and Client hereby releases Humana, Go365 and Program Parties from any liability with respect to the same.

### Responsibilities of Client

The Client understands and agrees that services under this **Exhibit B** may be provided by contractors or vendors of Humana or Go365. The Client shall cooperate fully with Humana and Go365's contractors in implementing and fulfilling its obligations under this Exhibit, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Program.

### Termination

Effective the date of termination of the Agreement, or the Statement of Work, or the date of termination of the eligibility of a Covered Person, the services provided in this Statement of Work, all Bucks and eligibility for Rewards shall be deemed null and void, and Rewards may not be redeemed, regardless of whether Bucks, Status, or other qualifying criteria earned, or otherwise were still valid, prior to termination. All rewards, discounts or savings under the Program expire immediately upon termination.

### Go365 Engagement Source

Customer will receive access to the Go365 Engagement Source, which provides the strategic support tools and resources necessary to implement customized promotional campaigns and drive engagement.

### Go365 Website

#### Registration

To ensure Covered Persons have secure and consistent access to the Program website, an employee Eligibility File will be used to determine who should be granted access to the Program website and mobile app. Covered Persons will enroll online via the Go365 website at: <https://www.Go365.com> or through the Go365 App utilizing the standard login.

Customer must provide an Eligibility File including the required fields as defined in the eligibility documents which will be presented during the implementation process, as referenced in the New Case Document. The website launch will be contingent on successful completion of a valid Eligibility File and delivery of the initial Eligibility File thirty (30) days prior to the Program launch.

## STATEMENT OF WORK

### Buy Up Solutions

Customer may choose to purchase access to certain Buy Up Solutions for Covered Persons. Customer must provide 120 days advance notice for any additions, changes, or terminations to Buy Up Solutions. Go365 and Humana reserve the right to cancel or modify these services at any time in the event the service changes, are no longer available or Go365 no longer has a contract with the Buy Up Solutions. If Buy Up Solutions are purchased, pricing is listed in Appendix A and additional terms and conditions are listed in Appendix C.

### Terms and Conditions

Terms and Conditions will be displayed to users within the Program website or app registration process. All Covered Persons will be required to accept the Terms and Conditions before gaining access to the Go365 website and app.

### Data Integration and Exchange Capabilities

Go365 has the capability to integrate and exchange a variety of data sources as outlined in **Appendix B** as attached to this Statement of Work.

Additionally, Go365 both exchanges and integrates data from contracted third party providers (e.g. fitness device vendors, health clubs), to allow verification and tracking of Covered Person's intervention data to validate Rewards earnings. For Customers that purchase other Humana products, appropriate data will be integrated to validate Rewards earnings.

Data may be aggregated across Go365 customers to identify trends and to benchmark results against similar populations. Data in aggregate, with no identifiable information about customers or Covered Persons, may be included in industry and scientific presentations and publications. All research will comply with the requirements of an independent institutional review board.

In cases where Go365 is interested in pursuing research with a specific organization, the research team will notify and obtain approval from the group before initiating these studies.

### Reporting

Go365 will make standard reports available to Customer which summarizes completion of Covered Persons' key activities, Status, Reward expenses, and other aggregate measures with analysis. Fees may apply for custom reporting or data file transmissions as defined in **Appendix A** as attached to this Statement of Work. Customized reporting is available on a limited basis and is subject to NCQA accreditation guidelines, the Go365 Notice of Privacy Practices, and legal and business approval.

Go365 will not share personal health information (PHI) with employers.

### Go365 Payment and Pricing Terms

Humana Wellness payment terms are as outlined in the Agreement. Pricing terms for Go365 services are outlined in **Appendix A** as attached to this Statement of Work.

### Go365 Services Timeline

The timeline for standard implementation is sixty (60) days from the date of the signed Agreement. Implementation work will not begin until the Agreement is executed and confirmation of a valid test Eligibility File has been delivered by the Customer and has been approved by Humana Wellness.

### Term of Statement of Work

The term of this Statement of Work shall be effective as of 01/01/2021, ending on 12/31/2021.

## STATEMENT OF WORK

**Signatures**

This Statement of Work has been executed by the Parties' duly authorized representatives whose signatures appear below.

Jenny Lawrence  
\_\_\_\_\_  
*Printed Name of Customer Representative*

12/07/2020  
\_\_\_\_\_  
*Date*

Benefits Administrator  
\_\_\_\_\_  
*Representative's Title*

City of Sheboygan  
\_\_\_\_\_  
*Full Legal Business Name*

Jenny Lawrence  
Jenny Lawrence (Dec 7, 2020 08:38 CST)  
\_\_\_\_\_  
*Representative's Signature*

Jeffrey Reid  
\_\_\_\_\_  
*Printed Name of Humana Wellness Representative*

12/07/2020  
\_\_\_\_\_  
*Date*

Senior Vice President  
\_\_\_\_\_  
*Representative's Title*

Humana Inc.  
\_\_\_\_\_  
*Company*

Jeffrey Reid  
\_\_\_\_\_  
*Representative's Signature*

## STATEMENT OF WORK

**Appendix A: Go365 Pricing**

For clarity purposes, per “**eligible member**” below means “**Covered Person**” as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible member per month, not based on active participation by Covered Persons. Eligibility cannot be determined by member opt in and cannot be defined as active participation in the program.

Go365 Services	Fees
Go365 01/01/2021-12/31/2021	\$3.99 per eligible member per month (PMPM) Total Administration Fee*
*Fees do not apply to any eligible dependent children.	
<p>The Go365 fee includes:</p> <ul style="list-style-type: none"> <li>- Standard employee and employer reporting. Additional charges apply for custom reporting.</li> <li>- Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. <i>Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.</i></li> <li>- Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications.</li> <li>- Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee.</li> </ul>	
Biometric Screening Services	Biometric Screening and Rewards Fees
Retail Biometric Screenings  Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer's Covered Persons.	<p>\$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed \$60.00 during the contract period)</p> <p>Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address:</p> <p>Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035</p>
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.
Go365 Fee Term	
The Go365 monthly fees presented in this <b>Appendix A</b> are valid for the period of time beginning on effective date 01/01/2021 and ending on 12/31/2021 , except as otherwise stated.	



STATEMENT OF WORK

Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

## STATEMENT OF WORK

## Appendix B: Data Exchange and Integration Capabilities

Data Source or Type	Data Exchange and Integration Capabilities	How the Data is Used
Health Plan Claims or Encounter Data	Go365 can integrate specific claims and encounter information for Rewards fulfillment from Humana and non-Humana sources	<ul style="list-style-type: none"> <li>Required for administering certain Rewards such as preventive health screenings</li> </ul>
Demographic Data	Go365 can integrate and exchange gender and date of birth data from both Humana and non-Humana partner sources	<ul style="list-style-type: none"> <li>Required for identifying risk factors and creating a personalized program experience</li> <li>Data may also be used for administering certain Rewards</li> </ul>
Biometric Data	<p>Go365 can integrate biometric screening and lab data from Humana-contracted and non-contracted labs and medical providers</p> <p>Providers can also submit biometric screening data from onsite health clinics and employer-sponsored health fairs</p>	<ul style="list-style-type: none"> <li>Required for identifying certain risk factors and creating personalized activities using biometric data such as blood pressure, height, weight, and cholesterol</li> <li>Data may also be used for administering certain Rewards</li> </ul>
Medical Providers	Go365 can integrate data such as biometric screening values and flu shot information from Humana and non-Humana medical providers and partner sources	<ul style="list-style-type: none"> <li>Not required, but can be utilized for identifying risk factors or creating personalized experiences</li> <li>Required for administering certain Rewards</li> </ul>
Data Aggregators	<p>Go365 can exchange data with third party data aggregators or non-Humana partner sources</p> <p>Go365 can exchange program activity data such as completion of Health Assessment, and Biometric Screening and Points earned (Status) by engaging in activities in the Program</p>	<ul style="list-style-type: none"> <li>Not required for identifying risk factors or creating personalized experiences unless the aggregator is for demographics; then required</li> <li>Required for administering certain Rewards if Customer uses a data aggregator for other services that support administering certain Rewards</li> </ul>
Pharmacy Benefit Management Organizations	Go365 does not integrate or exchange pharmacy data at this time	Not applicable
Managed Behavioral Health Organizations	Go365 does not integrate or exchange behavioral health data at this time	Not applicable
Disease Management Organizations	Go365 does not integrate or exchange disease management data at this time	Not applicable

## STATEMENT OF WORK

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## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "**Agreement**") is entered into by and among City of Sheboygan ("**Customer**"), who maintains a health and wellness program ("**Program**") that is a signatory to this Agreement, and Harris, Rothenberg International Inc. d/b/a Humana Wellness, and its subsidiaries or affiliates ("**Humana Wellness**"), who is a provider of Wellness Services under the "**Wellness Services Agreement**". Any capitalized term used but not defined in this Agreement shall have the same meaning ascribed to such term in the Wellness Services Agreement.

This Agreement is effective as of 01/01/2021 .

In consideration of the mutual promises below and the exchange of information described herein, the Parties agree as follows:

1. In connection with providing Wellness Services under the Wellness Services Agreement, Humana Wellness receives certain information relating to individuals of the Program ("**Information**"), some of which may constitute Protected Health Information (defined below). In this regard:
  - a. Definitions. The following terms shall have the meaning set forth below:
    - (1) ARRA. "**ARRA**" means the American Recovery and Reinvestment Act of 2009.
    - (2) C. F. R. "**C. F. R.**" means the Code of Federal Regulations.
    - (3) Designated Record Set. "**Designated Record Set**" has the meaning assigned to such term in 45 C. F. R. 160.501.
    - (4) Discovery. "**Discovery**" shall mean the first day on which a Security Breach is known to Humana Wellness (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Humana Wellness), or should reasonably have been known to Humana Wellness, to have occurred.
    - (5) Electronic Health Record. "**Electronic Health Record**" means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
    - (6) Electronic Protected Health Information. "**Electronic Protected Health Information**" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.
    - (7) Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Humana Wellness from or on behalf of the Customer.
    - (8) Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.
    - (9) Secretary. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (10) Security Breach. **"Security Breach"** means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
- (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Humana Wellness if:
    - (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Humana Wellness; and
    - (b) such information is not further acquired, accessed, used or disclosed by any person; or
  - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Humana Wellness to another similarly situated individual at the same facility; and
  - (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- (11) Security Breach Compliance Date. **"Security Breach Compliance Date"** means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.
- (12) Security Incident. **"Security Incident"** shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.
- (13) Unsecured Protected Health Information. **"Unsecured Protected Health Information"** means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
- b. The Parties acknowledge that Humana Wellness is a Wellness Services provider with respect to the Program under the Wellness Services Agreement. This Agreement pertains to Protected Health Information and Protected Health Information in the possession or control of Humana Wellness in connection with services provided under the Wellness Services Agreement, and in that respect complements or amends any provisions respecting confidentiality of Protected Health Information expressed in the Wellness Services Agreement. However, unless this Agreement specifically describes an administrative service and obligates Humana Wellness to provide it, nothing in this Agreement shall operate to modify or enlarge the scope of administrative services to be provided by Humana Wellness, which are otherwise described in the Wellness Services Agreement.



## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

2. With respect to Protected Health Information, generally, the following provisions apply:
- a. The Parties acknowledge that in the course of performing their respective duties under the Wellness Services Agreement, they may acquire or obtain access to or knowledge of Protected Health Information. This information is at all times the property of the Customer and not Humana Wellness, even if it is received by Humana Wellness. Information of this nature that is received by Humana Wellness will be deemed to be information received on behalf of the Customer. However, information that is produced incidentally through application of the computer systems employed by Humana Wellness in the course of providing services under the Wellness Services Agreement will not be considered property of the Customer or any Covered Person, if it is not specific to the Program or not material to Program administration.
  - b. The Parties agree to cooperate in order to safeguard Protected Health Information to ensure that the information remains confidential and is not improperly disclosed. The Parties will make sure that individuals under their direct control, respectively, who perform functions that may bring those individuals into contact with Protected Health Information are made familiar with the confidentiality obligations set forth in this Agreement, appropriately trained in privacy policies directed at safeguarding against improper disclosure, and abide by those requirements as minimum safeguards against improper disclosure. The Parties acknowledge with respect to Protected Health Information that disclosure is improper if it is not allowed by law or made for any purpose other than Program administration or benefits delivery. Disclosure to individuals who perform Program-related functions under the auspices of the Customer or health care provider may be proper, if the disclosure is allowed by law and made for Program purposes. Furthermore, the Customer further represents and warrants that security controls, restrictive processes, and other appropriate safeguards have been put in place between the employer of a Covered Person and the Program to protect Protected Health Information from improper disclosure.
  - c. Humana Wellness will afford access to Protected Health Information or other personal information received by it to the Customer, as permitted under this Agreement and by law. Humana Wellness will afford access to this information to other persons only as reasonably directed in writing by the Customer, with due regard for confidentiality, and Humana Wellness shall have no further obligation with respect to that information. Except as provided in this Agreement, Humana Wellness will disclose Protected Health Information to a third party only if authorized by an ancillary agreement respecting confidentiality. Humana Wellness is directed to afford access to Protected Health Information to the persons listed in **Attachment A**, under circumstances where disclosure is appropriate and necessary.
  - d. In connection with performing its obligations under this Agreement, it may become necessary for Humana Wellness to disclose to the Customer, their designees or third parties under contract with either of them ("**Recipients**", for purposes of this Section) trade secret and/or proprietary information of Humana Wellness. The Customer agrees to safeguard and ensure the confidentiality of such trade secret and/or proprietary information, which shall include information relating to (i) the business of Humana Wellness, its Affiliates, their clients and representatives, (ii) third parties under contract with Humana Wellness, (iii) service provider arrangements or contracts, (iv) service provider network arrangements or contracts, and (v) documentation relating to the computer systems utilized by Humana Wellness.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (1) Access to the trade secret and/or proprietary information described above will be permitted for Recipients only; it may be used by Recipients only in a manner necessary to accomplish the purposes described above with respect to Protected Health Information and other personal information; and it may not be disclosed to any third parties, including their employees that do not have a need to know, without authorization by Customer (except as may be required by order of a court or regulatory agency of competent jurisdiction). Access to such records or information does not constitute a transfer of ownership, permission to appropriate, or license to use the same for any purpose not contemplated under this Agreement.
  - (2) The Customer understands and agrees that the Customer (or its designee) must recognize and abide by restrictions upon disclosure of information and/or systems that are imposed by contracts between Customer and third parties or by law, regulation, or order of a court or regulatory agency.
- e. Upon termination of this Agreement, records containing Protected Health Information in the possession of Humana Wellness will be either delivered to the Customer or destroyed when Humana Wellness's records retention obligations have been fulfilled. If such delivery or destruction is not feasible, the protections of this Agreement will continue to apply to those records and further uses and disclosures of the Protected Health Information or other personal information shall be limited to those purposes that make the return or destruction of the information infeasible.
- f. The Customer and Humana Wellness agree that they will require other persons or entities that receive Protected Health Information and/or trade secret or proprietary information in connection with and as permitted by this Agreement to agree in writing to observe the protections described herein as minimum safeguards against improper disclosure of such information.
3. With respect to Protected Health Information, specifically, the following provisions apply:
  - a. Humana Wellness and the Customer, intend to protect the privacy and provide for the security of Protected Health Information disclosed to Humana Wellness pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (C. F. R.), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations.
  - b. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of Protected Health Information.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

c. Obligation of Humana Wellness.

- (1) Permitted Uses and Disclosures. Humana Wellness may create, use and/or disclose Protected Health Information of Covered Persons pursuant to this Agreement provided that such use and/or disclosure would not violate the Privacy and Security Rules if done by Customer or the minimum necessary policies and procedures of the Program, for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness, provided that such disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which the Protected Health Information was disclosed to the person, and the person notifies Humana Wellness of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.
- (2) Specific Use and Disclosure Provisions.
  - (i) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness.
  - (ii) Except as otherwise prohibited by this Agreement, Humana Wellness may disclose Protected Health Information for the proper management and administration of Humana Wellness, provided that disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Humana Wellness of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
  - (iii) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information to provide data aggregation services to the Customer as permitted by 42 C. F. R. 164.504(e)(2)(i)(B).
  - (iv) Humana Wellness may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- (3) Data Aggregation Services. For purposes of this Section, "**Data Aggregation**" means, with respect to Protected Health Information pertaining to Covered Persons in the possession of Humana Wellness by virtue of the Wellness Services Agreement, the combining of such Protected Health Information by Humana Wellness with the Protected Health Information received by Humana Wellness in its capacity as a Wellness Services provider of another Covered Entity, as that term is defined under HIPAA to permit data analyses that relate to the operations of the respective Covered Entities.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (4) Safeguards. Humana Wellness shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Humana Wellness's operations and the nature and scope of his/her/its activities; and (iii) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Humana Wellness has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement.
  
- (5) Reporting of Disclosures and Mitigation. Humana Wellness shall provide written notice within five (5) calendar days to Customer of any use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such notice shall be provided in the manner set out in this Agreement. Humana Wellness agrees to mitigate, to the extent practicable, any harmful effect that is known to Humana Wellness of a use or disclosure of Protected Health Information by Humana Wellness in violation of the requirements of this Agreement.
  
- (6) Contractors. It is understood and agreed that Humana Wellness shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under this Agreement, in a form consistent with, the terms and conditions established in this Agreement. Humana Wellness shall ensure that any agents, including subcontractors, to whom it provides Covered Person's Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Program agree to the same restrictions and conditions that apply to Humana Wellness with respect to such Protected Health Information.
  
- (7) Availability of Information. Humana Wellness shall prepare, maintain and retain records relating to the use and disclosure of Protected Health Information in such form and for such time periods as required by applicable state and federal laws, rules and regulations, and in accordance with such standards. The Customer may obtain, copy and have access, upon reasonable request, to any administrative or financial record of Humana Wellness related to the use and disclosure of Protected Health Information. Copies of such records shall be provided to Customer by Humana Wellness upon reasonable request of Customer, which includes the scope of the request, at no additional cost to Customer.
  - (i) Humana Wellness shall make Protected Health Information available to Customer as reasonably required to fulfill Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526 and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (ii) If so directed by Customer, Humana Wellness will provide access to Protected Health Information by Covered Persons, provide copies of Protected Health Information to Covered Persons, and provide an accounting to Covered Persons or to the Customer, as directed by the Customer, of disclosures by Humana Wellness for purposes other than Program operation or delivery that are improper disclosures under HIPAA and the HIPAA Privacy Regulations, but only with respect to Protected Health Information in Humana Wellness's possession and under its control at the time of such disclosure.
  - (iii) However, Humana Wellness will not be responsible for determining the rights of Covered Persons to acquire access to Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (8) Amendment of Protected Health Information. Humana Wellness shall make Protected Health Information available to the Customer as reasonably required to fulfill the Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526, and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness. However, Humana Wellness will not be responsible for determining the rights of Covered Persons to modify Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (9) Internal Practices. Humana Wellness shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Customer available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Humana Wellness's compliance with HIPAA and the HIPAA Regulations.
- (10) Notification of Breach. During the term of the Wellness Services Agreement, Humana Wellness agrees to report to the Customer any Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than ten (10) calendar days after Discovery of a Security Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Humana Wellness, to have been, accessed, acquired, or disclosed in connection with such Security Breach. In addition, Humana Wellness shall provide any additional information reasonably requested by the Customer for purposes of investigating the Security Breach. Humana Wellness's notification of a Security Breach under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.



## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Breach notifications must be reported to the Customer by one (1) of the following methods:

By Mail:

By Phone: 9204593316

By Email: jenny.lawrence@sheboyganwi.gov

- (11) With respect to Electronic Protected Health Information, Humana Wellness shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C. F. R. 164.308, the physical safeguards set forth at 45 C. F. R. 310, the technical safeguards set forth at 45 C. F. R. 164.312, and the policies and procedures set forth at 45 C. F. R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Customer. Humana Wellness acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to Humana Wellness in the same manner that such requirements apply to Customer, and (ii) Humana Wellness shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (12) With respect to Electronic Protected Health Information, Humana Wellness shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (13) Humana Wellness shall report to Customer any Security Incident of which it becomes aware.

d. Obligations of the Customer.

- (1) The Customer will use appropriate safeguards to maintain the confidentiality, privacy and security of Protected Health Information in transmitting same to Humana Wellness pursuant to the Arrangement and this Agreement.
- (2) The Customer shall notify Humana Wellness of any limitation(s) in the Customer's notice of privacy practices that the Customer produces in accordance with 45 C. F. R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Humana Wellness's use or disclosure of Protected Health Information.
- (3) The Customer shall provide Humana Wellness with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Humana Wellness's use or disclosure of Protected Health Information.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- (4) The Customer shall notify Humana Wellness of any restriction to the use or disclosure of Protected Health Information that the Customer has agreed to in accordance with 45 C. F. R. 164.522, to the extent that such restriction may affect Humana Wellness's use or disclosure of Protected Health Information.

- e. Audits, Inspection and Enforcement. From time to time upon reasonable notice, or upon a reasonable determination by the Customer that Humana Wellness has breached this Agreement with respect to Protected Health Information, the Customer may inspect the facilities, systems, books and records of Humana Wellness to monitor compliance with this Agreement. Humana Wellness shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Customer in writing. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by the other Party, shall not at any time be deemed a waiver of a Party's right to elect such remedy (ies) at any subsequent time if a condition of default continues or recurs.

To the extent that the Customer determines that such examination is necessary to comply with the Customer's legal obligations pursuant to HIPAA relating to certification of its security practices, the Customer or the Customer's authorized agents or contractors, may, at the expense of either of them, examine Humana Wellness's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Customer the extent to which Humana Wellness's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

### 4. Termination.

- a. Material Breach. Notwithstanding anything to the contrary in the Wellness Services Agreement or this Agreement, a breach by Humana Wellness of any provision of this Agreement respecting Protected Health Information, as reasonably determined by the Customer, shall constitute a material breach of the Wellness Services Agreement providing grounds for immediate termination of the Wellness Services Agreement.
- b. Reasonable Steps to Cure Breach. Humana Wellness shall take reasonable steps to alleviate any potential, alleged or actual violations of permitted disclosures of Protected Health Information. If Humana Wellness's efforts are unsuccessful, Customer may: (i) terminate the Wellness Services Agreement immediately or (ii) if termination of the Wellness Services Agreement is not feasible, report Humana Wellness's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Judicial or Administrative Proceedings. Either Party may terminate the Wellness Services Agreement, effective immediately, if: (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

- d. Effect of Termination. Upon termination of the Wellness Services Agreement for any reason, Humana Wellness shall return or destroy all Covered Person Protected Health Information or Protected Health Information created or received by Humana Wellness with respect to the Customer that Humana Wellness still maintains in any form, and shall retain no copies of such Protected Health Information or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information infeasible. The Customer shall have the final determination on whether Humana Wellness may destroy documents as opposed to returning the originals.
5. Indemnification. The Customer and Humana Wellness will indemnify, hold harmless, and defend each other from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of a Party under this Agreement respecting Protected Health Information; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the Party's performance under this Agreement.
6. Disclaimer. Humana Wellness makes no warranty or representation that compliance by Humana Wellness with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for the Customer's own purposes or that any information in the Customer's possession or control, or transmitted or received by the Customer, is or will be secure from unauthorized use or disclosure. The Customer is solely responsible for all decisions made by it regarding the safeguarding of Protected Health Information.
7. Assistance in Litigation or Administrative Proceedings. Humana Wellness shall make itself, and any subcontractors, employees or agents assisting Humana Wellness in the performance of its obligations under this Agreement, available, at no cost to the Customer, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Customer, or the Customer's directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy attributable to Humana Wellness, except where Humana Wellness or its contractor, employee or agent is a named adverse Party.
8. No Third Party Beneficiaries. The Parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Covered Persons. There are no third party beneficiaries to this Agreement.
9. Receipt of Protected Health Information. Humana Wellness's receipt of Covered Person's Protected Health Information pursuant to the transactions contemplated by the Wellness Services Agreement shall be deemed to occur beginning on the execution date below, and Humana Wellness's obligations under this Agreement shall commence with respect to such Protected Health Information upon such receipt.
10. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. In the event of any irreconcilable conflict between this Agreement and the Wellness Services Agreement as to the subject matter referenced herein, this Agreement shall control.

## HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

11. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, both Parties agree to negotiate in good faith any necessary amendment of this Agreement. Such amendment shall not be effective until both Parties have agreed in writing to its terms.
12. Survival. The respective rights and obligations of Humana Wellness under Sections 4(d) of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**Harris, Rothenberg International Inc.**  
**d/b/a Humana Wellness:**

By: Jeffrey Reid

Name: Jeffrey Reid

Title: Senior Vice President

Date: 12/07/2020

Address for Notice:

Humana Inc.  
Jeffrey Reid (HUM 20)  
c/o Lou Pate-Turner  
500 W Main Street  
Louisville, KY 40202

COPY TO:

Humana Inc.  
500 West Main Street  
Louisville, KY 40202  
Attention: Law Department

By: Jenny Lawrence  
Jenny Lawrence (Dec 7, 2020 08:38 CST)

Name: Jenny Lawrence

Title: Benefits Administrator

Date: 12/07/2020

Address for Notice:

828 Center Ave., Suite 112  
Sheboygan, WI 53081

COPY TO:

**HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)****Attachment A: Persons Authorized to Receive Protected Health Information on behalf of the Customer**

Individual's Name: Jenny Lawrence  
Title: Benefits Administrator  
Company Name: City of Sheboygan  
Address: 828 Center Ave., Suite 112  
City / State / Zip: Sheboygan, WI 53081  
Telephone No.: 920-459-3316  
FAX No.: 920-459-0232  
E-Mail Address: jenny.lawrence@sheboyganwi.gov

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

*Add additional names as necessary*



III

Res. No. 113 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing the purchase of additional NEOGOV services for the Human Resources Department and approving the NEOGOV Services Agreement.

WHEREAS, the rules are being suspended as NEOGOV has offered the City a 10% discount on the annual costs if the orders are placed before the end of 2022.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the New Hire Export Order Form and Professional Services Order Form, with terms and conditions as listed in the Services Agreement, copies of which are attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from Account No. 101144-531100 (Human Resources - Contracted Services) in payment of same.

*Suspend Rules  
Adopt Res*

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

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# NEOGOV

## HUMAN RESOURCES MANAGEMENT SUITE

*for the public sector*

## Exhibit A

### Order Form

# NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
 2120 Park Pl, Suite 100  
 El Segundo, CA 90245  
 United States  
 billing@neogov.com  
 Sales Rep: Ethan Goodwin

Sheboygan, City of (WI)  
 828 Center Ave.  
 Sheboygan, WI 53081  
 USA

Quote Valid From: 11/11/2022  
 Quote Valid To: 12/12/2022

Quote Number: Q-07636  
 PaymentTerms: Annual,Net 30  
 Subscription Term in Months: 12

Employee Count: 435  
 Order Summary

#### RECURRING

Service Description	Start Date	End Date	Term Price
New Hire Export (IN+ON Data) Subscription	12/1/2022	11/30/2023	\$1,680.00
<b>RECURRING TOTAL:</b>			<b>\$1,680.00</b>

#### ONE-TIME

Service Description	Start Date	End Date	Term Price
New Hire Export (IN+ON) Setup			\$6,300.00
<b>ONE-TIME TOTAL:</b>			<b>\$6,300.00</b>

**ORDER TOTAL:** **\$7,980.00**

**A. Terms and Conditions**

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**B. Special Conditions (if any).**

**"Sheboygan, City of  
(WI)"**

Signature:

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Print Name:

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Date:

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# NEOGOV

## HUMAN RESOURCES MANAGEMENT SUITE

*for the public sector*



## Exhibit A

### Order Form

# NEOGOV

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Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
 2120 Park Pl, Suite 100  
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 United States  
 billing@neogov.com  
 Sales Rep: Ethan Goodwin

Sheboygan, City of (WI)  
 828 Center Ave.  
 Sheboygan, WI 53081  
 USA

Quote Valid From: 11/11/2022  
 Quote Valid To: 12/11/2022

Quote Number: Q-07982  
 PaymentTerms: Annual,Net 30  
 Subscription Term in Months: 12

Employee Count: 435  
 Order Summary

**Professional Services Training:** \$325 an hour for 2 hours of training.

**Custom Professional Services:** Online Insight Consulting - \$1950  
 #Customer completes a Business Process Review and Checklist to identify new features that interest them  
 #Based on an assessment, a consultant recommends best practices/opportunities for improvement  
 #The consultant identifies enhancements or add-on products that will assist the organization based on the process.  
 Combining with online training is recommended.

Professional Services

Service Description	Start Date	End Date	Term Price
Custom Professional Services			\$1,950.00
Professional Services Online Training			\$650.00
<b>Professional Services TOTAL:</b>			<b>\$2,600.00</b>

**ORDER TOTAL:** **\$2,600.00**

**A. Terms and Conditions**

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
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**B. Special Conditions (if any).**

**"Sheboygan, City of  
(WI)"**

Signature:

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Print Name:

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Date:

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## SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an “Order Form”, “Service Order,” or “SOW” (each, an “Order Form” for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement” or the “Agreement”), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its

Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
  - a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV’s request therefor.
  - c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the

NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
  - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
  - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum (“DPA”) is incorporated herein by reference:  
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
  - d) Data Responsibilities.
    - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
    - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such



data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those

providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any

breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

### Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer (“Related Agency”) to purchase Services under the terms of the Services Agreement, at the Related Agency’s discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.



## Exhibit B

### PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (“PowerEngage Addendum”). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer’s CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer’s CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

#### PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

#### NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
  - Configure Customer administrator account - NEOGOV
  - Walk Customer through the survey builder - NEOGOV
  - Walk Customer through the rules builder - NEOGOV
  - Walk Customer through the Feedback Board- NEOGOV
  - Walk Customer through Activity /Survey tools- NEOGOV
  - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
  - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
  - Connect to Customer CAD/RMS Data – Customer
  - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
  - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
  - Configure the questions in the survey tool = NEOGOV and Customer

- Configure the acceptable responses in the survey tool = NEOGOV and Customer
  - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
  - Send sample survey to Customer on text message = NEOGOV and Customer
  - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
  - Configure the rules and texts = NEOGOV and Customer
  - Send example encounters to test rules = NEOGOV and Customer
  - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
  - Identify Personnel information needed for notifications and digest emails
  - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
  - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
  - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

#### Support Services

**Telephone Assistance.** Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Software Problem Reporting.** Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

**Scheduled Maintenance.** Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

#### **Exclusions from Technical Support Services:**

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

### Exhibit C HRIS Addendum

The following terms govern the use of the HRIS Services (the “HRIS Addendum”) as they relate to specific HRIS Services ordered by Customer in an Order Form. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work (“SOW”) and the mutually agreed-upon scope document (“Scope”) will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer’s responsiveness to NEOGOV’s requests during the implementation process and Customer’s obligation to fill out the “Implementation Workbook” to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the “Add-Ons”). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

#### **CORE HR and Benefits – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the “Benefits Module”):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV’s designated contact for the Benefits Module (the “Benefits Representative”). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each “plan administrator” defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a “Benefit Plan”). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
  - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer’s employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer’s employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer’s responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
  - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

#### **Payroll Services – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by

Customer, and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the “Tax Services”). At NEOGOV’s then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer’s employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer’s payroll (“Paydate”) and credit the bank accounts of Customer’s employees and others to be paid by Customer by direct deposit payment on Paydate (a “Payee”), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the “POA”), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the “Authorization Form”), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer’s bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer’s (i) legal name, and “doing business as” name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer’s data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV’s request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV’s obligation to perform the HRIS Services is subject to Customer’s obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer’s delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.



- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
- e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
- f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
- g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
- h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.



6. Resolution of Error Exceptions. For the purposes of this Section, the term “error exception(s)” shall mean any data requirements within the HRIS Services that, based on Customer’s configuration, have been assigned a severity level designation of “error”; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer’s processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer’s payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer’s HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer’s sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer’s designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER’S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
  - a) Termination for Default. Customer’s breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer’s account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
  - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer’s default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

### Exhibit D Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and

access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Res. No. 110 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Kyle J. Gulya of von Briesen & Roper, s.c., as outside legal counsel to represent the City of Sheboygan regarding Grievance #22-02 filed by International Association of Firefighters Local 483.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101144-531200 (Human Resources - Legal Services) in payment of same.

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. 111 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide.

WHEREAS, the City offers employees the benefit of contributing to 457(b) retirement plans through payroll deductions; and

WHEREAS, one of the plan providers the City currently offers these retirement plans through is Nationwide; and

WHEREAS, the City strives to provide varying and flexible investment and plan options to employees; and

WHEREAS, Nationwide has various products available through their plan including the Nationwide Indexed Principal Protection Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the attached Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized to make necessary deduction adjustments within the payroll system to administer the new plan type that is being offered.

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





Nationwide®

**APPLICATION FOR  
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED  
FIXED INDEXED ANNUITY CONTRACT (Non-Participating)**  
*underwritten by*  
**Nationwide Life Insurance Company**  
**One Nationwide Plaza**  
**Columbus, Ohio 43215**  
**1-877-677-3678**

Nationwide Indexed Principal Protection<sup>SM</sup>

- Please indicate for which product this application applies (one must be selected): —
- ☐ 12-month Book Value Payment      ☐ 5-year Book Value Payment

**APPLICANT**

City of Sheboygan (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

- ☒ Section 457(b)    ☐ Section 401(k)    ☐ Section 401(a)

**PURCHASE PAYMENT**

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

**STATE INSURANCE FRAUD WARNINGS**

**Notice to AL Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Notice to AR, LA, and RI Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to CO and MA Residents Only:** Any person who, knowingly and with intent to injure, defraud or deceive 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 may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

**Notice to KS Residents Only: WARNING:** Any

person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

**Notice to KY Residents Only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**ME Residents Only:** Any person who knowingly and with intent to injure, defraud or deceive 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 may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.



**STATE INSURANCE FRAUD WARNINGS (Continued)**

**Notice to OK Residents Only: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO PA RESIDENTS ONLY:** 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 a criminal and civil penalties.

**FOR TN AND WA RESIDENTS ONLY:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**FOR NJ RESIDENTS ONLY:** Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

**Notice to MD Residents Only:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO MN RESIDENTS ONLY:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

**NOTICE TO PR RESIDENTS ONLY:** Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business,

knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**NOTICE TO VA RESIDENTS ONLY:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

**FOR DC RESIDENTS ONLY: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Notice to OH Residents Only:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO NM RESIDENTS ONLY:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**ADDITIONAL STATE NOTICES**

**Notice to AK Residents Only:** The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties.

**Notice to ND, SC and SD Residents Only:** A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

**SIGNATURES**

Signed on behalf of \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

☒ Yes ☐ No Do you have existing annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

\_\_\_\_\_  
(Authorized Signature of Applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)

☐ Yes ☒ No Do you have any reason to believe the Contract applied for is to replace existing annuities?

Michael Hawes  
(Authorized Nationwide Agent/Representative Signature)

11/21/22  
Date

Michael Hawes  
(Authorized Nationwide Agent/Representative) – Please Print

Retirement Specialist  
(Title)

R. C. No. 139 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 95-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 95 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$6,245.17 of uncollected delinquent personal property taxes and \$115,967.88 of uncollected accounts receivable that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with businesses that are closed or otherwise inactive; and

WHEREAS, the uncollected accounts receivable amounts have been outstanding for a considerable length of time; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheets attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$6,245.17 in uncollected delinquent personal property taxes and \$115,967.88 of uncollected accounts receivable from the City of Sheboygan's general ledger.

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



TAX YEAR	PROPERTY ID	BUSINESS NAME	BALANCE DUE	PROPERTY ADDRESS
2016	820309	EIGENBERGER, NEIL G	751.21	604 ERIE AVENUE
2018	820309	EIGENBERGER, NEIL G	95.42	605 ERIE AVENUE
2019	820309	EIGENBERGER, NEIL G	104.91	606 ERIE AVENUE
2014	835541	HIGHLAND FIGHT SYS LLC	90.93	3341 S BUSINESS DR
2015	835541	HIGHLAND FIGHT SYS LLC	113.74	3341 S BUSINESS DR
2016	835541	HIGHLAND FIGHT SYS LLC	17.98	3341 S BUSINESS DR
2017	835541	HIGHLAND FIGHT SYS LLC	21.08	3341 S BUSINESS DR
2018	835541	HIGHLAND FIGHT SYS LLC	26.03	3341 S BUSINESS DR
2019	835541	HIGHLAND FIGHT SYS LLC	41.87	3341 S BUSINESS DR
2012	835552	HINZE-WADE LLC	241.07	3423 HICKORY ST
2013	835552	HINZE-WADE LLC	273.21	3423 HICKORY ST
2014	835552	HINZE-WADE LLC	341.03	3423 HICKORY ST
2015	835552	HINZE-WADE LLC	4.67	3423 HICKORY ST
2017	835552	HINZE-WADE LLC	2.98	3423 HICKORY ST
2018	835552	HINZE-WADE LLC	13.52	3423 HICKORY ST
2019	835552	HINZE-WADE LLC	14.73	3423 HICKORY ST
2019	850119	KATRANTZIS, ELENI	123.77	1922 S. 9TH ST.
2017	855358	LEPAK-JOSTSONS INC	530.63	615 S. 8TH ST.
2018	855358	LEPAK-JOSTSONS INC	466.60	615 S. 8TH ST.
2019	855358	LEPAK-JOSTSONS INC	155.54	615 S. 8TH ST.
2020	875207	PEREZ, JOSE ALSONSO	0.43	1617 N. 10TH ST.
2019	905094	THE TOMAN GRP LLC	1,241.50	723 NEW YORK AVE
2018	905103	THEDE, EUGENE H. SR.	0.10	2914 S. 15TH ST.
2019	950271	MONARCH HEALTHCARE	753.96	3014 ERIE AVE
2019	950315	KD NAILS & SALON LLC	135.09	3542 WASHINGTON AVE
2019	950355	JAMES, BRANDIN	97.67	2002 N. 15TH ST.
2019	950359	HAASE,PETER	336.41	1226 N. 8TH ST.
2019	950361	WEIMANN, DARREN	249.09	3321 S BUSINESS DR

Bill Year	Bill Number	Bill Category	Due Amount	Customer Name	City	State	Zip
2014	826508	Parking Ticket	\$1.00	COLON, J SAMANTHA A.	SHEBOYGAN	WI	53081
2015	5039	DPW Work Order	\$714.03	AGUILERA, ANGEL A.	SHEBOYGAN	WI	53081-4957
2015	5037	DPW Work Order	\$354.18	GOMEZ, JORGE	SHEBOYGAN	WI	53081-5714
2015	5036	DPW Work Order	\$682.50	JARDON, CARLOS I.	GREEN BAY	WI	54304-6221
2015	4910	DPW Work Order	\$682.50	JESKE, ADAM J	SHEBOYGAN	WI	53081-3344
2015	5045	Fire Dept General Billing	\$85.00	STARR, ROBERT J.	SHEBOYGAN	WI	53081
2017	5918	DPW Work Order	\$1,039.18	LUNDSKOW-BIEDERWOLF, COLLIN	ELKHART LAKE	WI	53020
2015	818136	Parking Ticket	\$10.00	RENTAL CAR FINANCE CORP	ORLANDO	FL	32812-0000
2015	822586	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2015	826880	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2015	827369	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2015	822497	Parking Ticket	\$45.00	MONROE, LENARD R.	CHICAGO	IL	60620
2015	825891	Parking Ticket	\$45.00	MONROE, LENARD R.	CHICAGO	IL	60620
2015	826053	Parking Ticket	\$45.00	MONROE, LENARD R.	CHICAGO	IL	60620
2015	825955	Parking Ticket	\$45.00	MARLYERE, MICHAEL J.	CHILLICOTHE	IL	61523-1355
2015	821157	Parking Ticket	\$45.00	CUEVAS, CHRISTIANA	CHICAGO	IL	60651-2362
2015	827402	Parking Ticket	\$45.00	OTEIA, BRADFORD	CHICAGO	IL	60637
2015	828166	Parking Ticket	\$45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2015	827017	Parking Ticket	\$20.00	GUERRA, MARTHA E.	CHICAGO	IL	60629-2415
2015	827743	Parking Ticket	\$45.00	DATIL, PABLO	MICHIGAN CITY	IN	46360-2276
2015	821174	Parking Ticket	\$45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2015	827379	Parking Ticket	\$45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2015	826009	Parking Ticket	\$45.00	LICKTEIG, RYAN N.	SHEBOYGAN	WI	53081
2015	826244	Parking Ticket	\$20.00	DONG, YUN	EAST LANSING	MI	48823
2015	827004	Parking Ticket	\$45.00	YANG, SHENG LENG	NEOSHO	MO	64850
2015	826598	Parking Ticket	\$45.00	THEIS, JOSEPH	DELAWARE	OH	43015
2015	827093	Parking Ticket	\$45.00	WALLS, SAMANTHA G.	COLUMBUS	OH	43219
2015	821192	Parking Ticket	\$50.00	SACKETT, JEFFREY A.	SHEBOYGAN	WI	53081
2015	825556	Parking Ticket	\$30.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	827209	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	828126	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	826203	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	827967	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	828127	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2015	826599	Parking Ticket	\$45.00	GAYTAN, LETICIA	SAN ANTONIO	TX	78211
2015	825736	Parking Ticket	\$50.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	821778	Parking Ticket	\$45.00	SOERENS, DONNA M.	SHEBOYGAN	WI	53081-3301
2015	825967	Parking Ticket	\$50.00	SOERENS, DONNA M.	SHEBOYGAN	WI	53081-3301
2015	825977	Parking Ticket	\$45.00	SOERENS, DONNA M.	SHEBOYGAN	WI	53081-3301
2015	827188	Parking Ticket	\$35.00	EDWARDS, STEVEN D.	MILWAUKEE	WI	53223-4231
2015	826489	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2015	826495	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2015	821398	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827398	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827744	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827747	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827748	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827756	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	827757	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	828087	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	825503	Parking Ticket	\$45.00	LOWERY, DANIEL R.	SHEBOYGAN	WI	53083-4644
2015	826529	Parking Ticket	\$45.00	LUEBKE, ROBERT R.	SHEBOYGAN	WI	53081-5220
2015	821392	Parking Ticket	\$45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-3418
2015	826513	Parking Ticket	\$35.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-3418
2015	825501	Parking Ticket	\$50.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2015	828134	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2015	825979	Parking Ticket	\$45.00	OLIG, AMBER L.	SHEBOYGAN	WI	53081-7080
2015	826477	Parking Ticket	\$50.00	PARKER, JARVIS K.	SHEBOYGAN	WI	53083
2015	825991	Parking Ticket	\$35.00	SCHUIRMANN, RALPH J.	FLORENCE	WI	54121
2015	826077	Parking Ticket	\$35.00	SCHUIRMANN, RALPH J.	FLORENCE	WI	54121
2015	826030	Parking Ticket	\$45.00	VILLARREAL, ANTONIO L.	SHEBOYGAN	WI	53083-4347
2015	826046	Parking Ticket	\$45.00	VILLARREAL, ANTONIO L.	SHEBOYGAN	WI	53083-4347
2015	828187	Parking Ticket	\$50.00	ZAMORA, DANIEL	SHEBOYGAN	WI	53081-5950
2015	825884	Parking Ticket	\$45.00	ZUNIGA, JAMIE S.	SHEBOYGAN	WI	53081-4935
2015	827798	Parking Ticket	\$50.00	ZUNIGA, MARTIN S.	SHEBOYGAN	WI	53081-2655
2015	821378	Parking Ticket	\$25.00	GARZA-HIPOLITO, JESUS	SHEBOYGAN	WI	53081
2015	821379	Parking Ticket	\$25.00	GARZA-HIPOLITO, JESUS	SHEBOYGAN	WI	53081
2015	821380	Parking Ticket	\$25.00	GARZA-HIPOLITO, JESUS	SHEBOYGAN	WI	53081



2015	825727	Parking Ticket	\$45.00	KOHN, NICOLE L.	SHEBOYGAN	WI	53081-5053
2015	825728	Parking Ticket	\$45.00	KOHN, NICOLE L.	SHEBOYGAN	WI	53081-5053
2015	822498	Parking Ticket	\$45.00	NORLANDER, LEVI A.	SHEBOYGAN	WI	53081
2015	826024	Parking Ticket	\$50.00	VILLARREAL, ANTONIO L.	SHEBOYGAN	WI	53083-4347
2015	826118	Parking Ticket	\$50.00	HAWPETOSS, CORY R.	MANITOWOC	WI	54220-4804
2015	826119	Parking Ticket	\$45.00	HAWPETOSS, CORY R.	MANITOWOC	WI	54220-4804
2015	826205	Parking Ticket	\$45.00	HAWPETOSS, CORY R.	MANITOWOC	WI	54220-4804
2015	825875	Parking Ticket	\$35.00	LENHARDT, KRISTOPHER G.	SHEBOYGAN	WI	53081-2308
2015	826821	Parking Ticket	\$50.00	GEHRKE, EMILIE A.	SHEBOYGAN	WI	53081-1002
2015	827935	Parking Ticket	\$45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2015	827189	Parking Ticket	\$50.00	PFEIFFER, OYA N.	SHEBOYGAN	WI	53081-2703
2015	825916	Parking Ticket	\$50.00	LOWERY, DANIEL R.	SHEBOYGAN	WI	53083-4644
2015	825917	Parking Ticket	\$45.00	LOWERY, DANIEL R.	SHEBOYGAN	WI	53083-4644
2015	825918	Parking Ticket	\$45.00	LOWERY, DANIEL R.	SHEBOYGAN	WI	53083-4644
2015	822574	Parking Ticket	\$45.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081
2015	825589	Parking Ticket	\$50.00	HEUCKE, GARY R.	CASCADE	WI	53011
2015	825555	Parking Ticket	\$50.00	HULBERT, LEAH M.	SHEBOYGAN	WI	53081-2718
2015	825567	Parking Ticket	\$45.00	HULBERT, LEAH M.	SHEBOYGAN	WI	53081-2718
2015	826895	Parking Ticket	\$50.00	KOCH, TERRY R.	SHEBOYGAN	WI	53081-5807
2015	827232	Parking Ticket	\$50.00	MEYER, ELIZABETH E.	SHEBOYGAN	WI	53081-3408
2015	826937	Parking Ticket	\$25.00	UNKNOWN OWNER	Unknown City	XX	99999
2015	825898	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	825962	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	825973	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	825982	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	825993	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	826085	Parking Ticket	\$45.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	826093	Parking Ticket	\$50.00	HEARD, SCOTT	SHEBOYGAN	WI	53081
2015	827778	Parking Ticket	\$50.00	MARKSMAN, MICHELLE A.	SHEBOYGAN	WI	53081-5634
2015	826949	Parking Ticket	\$50.00	FRICKE, ALYSSA M.	SHEBOYGAN	WI	53081-2916
2015	826950	Parking Ticket	\$50.00	ROGERS, ANTHONY S.	MILWAUKEE	WI	53218-4438
2015	826548	Parking Ticket	\$35.00	GARIC, JOY R.	SHEBOYGAN	WI	53081-2805
2015	827408	Parking Ticket	\$50.00	LORD, THEODORE C.	SHEBOYGAN	WI	53081-4105
2015	827755	Parking Ticket	\$45.00	LORD, THEODORE C.	SHEBOYGAN	WI	53081-4105
2015	828088	Parking Ticket	\$45.00	LORD, THEODORE C.	SHEBOYGAN	WI	53081-4105
2015	819872	Parking Ticket	\$50.00	MARAFFINO, STEPHEN A.	SHEBOYGAN	WI	53081-2341
2015	825746	Parking Ticket	\$50.00	JOHNSON, JAMAUL D.	SHEBOYGAN	WI	53083-5016
2015	827109	Parking Ticket	\$50.00	THIEL, JESSICA R.	SHEBOYGAN	WI	53081-2582
2015	826255	Parking Ticket	\$15.00	BECKER, KRISTIN L.	SHEBOYGAN	WI	53081-8553
2015	826544	Parking Ticket	\$5.00	KWAY LEASING	MADISON	WI	53718
2015	826225	Parking Ticket	\$50.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2015	826242	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2015	826258	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2015	826823	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2015	827243	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2015	827147	Parking Ticket	\$50.00	CARROLL, BENJAMIN M.	SHEBOYGAN	WI	53081-3361
2015	827399	Parking Ticket	\$45.00	CARROLL, BENJAMIN M.	SHEBOYGAN	WI	53081-3361
2015	827228	Parking Ticket	\$45.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2015	827258	Parking Ticket	\$45.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2015	826457	Parking Ticket	\$50.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2015	828083	Parking Ticket	\$50.00	GREENE, BYRON S.	MILWAUKEE	WI	53206-2146
2015	825734	Parking Ticket	\$50.00	GRAVES, BRYAN C.	SHEBOYGAN	WI	53081
2015	827329	Parking Ticket	\$50.00	HOCKING, SARAH J.	SHEBOYGAN	WI	53081-5932
2015	825624	Parking Ticket	\$15.00	TINKER, PATRICK R.	SHEBOYGAN	WI	53081-3517
2015	827333	Parking Ticket	\$50.00	COBB, STEVEN M.	SHEBOYGAN	WI	53081-4826
2015	825719	Parking Ticket	\$45.00	BAUMANN, BENJAMIN T.	SHEBOYGAN	WI	53081-6374
2015	825882	Parking Ticket	\$50.00	RODRIGUEZ, DIANA G.	SHEBOYGAN	WI	53081-7020
2015	827079	Parking Ticket	\$50.00	FINCK, VICKI L.	SHEBOYGAN	WI	53081-5175
2015	821672	Parking Ticket	\$50.00	LISIECKI, ELLIOT G.	SHEBOYGAN	WI	53083-4924
2015	828250	Parking Ticket	\$50.00	DAUGHTERY, RITA M.	MILWAUKEE	WI	53208
2015	828053	Parking Ticket	\$50.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2015	828176	Parking Ticket	\$50.00	FLEGEL, RICHARD F.	SHEBOYGAN	WI	53081-3973
2015	828177	Parking Ticket	\$45.00	FLEGEL, RICHARD F.	SHEBOYGAN	WI	53081-3973
2015	828178	Parking Ticket	\$45.00	FLEGEL, RICHARD F.	SHEBOYGAN	WI	53081-3973
2015	826756	Parking Ticket	\$50.00	MILLER, AARON J.	SHEBOYGAN	WI	53081-5345
2015	825022	Parking Ticket	\$45.00	OLIG, AMBER L.	SHEBOYGAN	WI	53081-7080
2015	825023	Parking Ticket	\$45.00	OLIG, AMBER L.	SHEBOYGAN	WI	53081-7080
2015	825970	Parking Ticket	\$50.00	OLIG, AMBER L.	SHEBOYGAN	WI	53081-7080
2015	826439	Parking Ticket	\$50.00	ROY, KENDRA N.	SHEBOYGAN	WI	53081-3335

2015	825759	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2015	827409	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2015	825832	Parking Ticket	\$35.00	VUE, HANSON	SHEBOYGAN	WI	53081-3118
2015	826786	Parking Ticket	\$50.00	GORE, DANIEL R.	SHEBOYGAN	WI	53081-3946
2015	826165	Parking Ticket	\$50.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2015	826971	Parking Ticket	\$50.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2015	825821	Parking Ticket	\$50.00	HUTCHISON, TRISTIN A.	SHEBOYGAN	WI	53081-9613
2015	826494	Parking Ticket	\$45.00	LUEBKE, ROBERT R.	SHEBOYGAN	WI	53081-5220
2015	826497	Parking Ticket	\$45.00	LUEBKE, ROBERT R.	SHEBOYGAN	WI	53081-5220
2015	825754	Parking Ticket	\$50.00	OLIVA ALVAREZ, MANUEL	SHEBOYGAN	WI	53081-2853
2015	824071	Parking Ticket	\$50.00	JENKINS, DAVID S.	PLYMOUTH	WI	53073-2407
2015	826921	Parking Ticket	\$15.00	BECK, DEAN A.	SHEBOYGAN	WI	53081-6354
2015	828226	Parking Ticket	\$50.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2015	827406	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2015	825508	Parking Ticket	\$45.00	ROMEROSOZA, CHRISTIAN K.	SHEBOYGAN	WI	53081
2015	826192	Parking Ticket	\$50.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2015	825536	Parking Ticket	\$50.00	WITTMUS, CODY A.	MANITOWOC	WI	54220-5026
2015	821623	Parking Ticket	\$50.00	RAUTMANN, CHRISTOPHER	KIEL	WI	53042-4526
2015	826186	Parking Ticket	\$35.00	WESTFIELD, MICHAEL J.	SHEBOYGAN	WI	53081-3326
2015	826204	Parking Ticket	\$45.00	WESTFIELD, MICHAEL J.	SHEBOYGAN	WI	53081-3326
2015	827214	Parking Ticket	\$50.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5801
2015	828549	Parking Ticket	\$50.00	PABON, JERRY L.	SHEBOYGAN	WI	53081-2602
2015	826695	Parking Ticket	\$50.00	ZAMORA, SANTOS E.	SHEBOYGAN	WI	53081-7447
2016	5562	DPW Work Order	\$3,817.85	CULLINS, JAMES R.	SHEBOYGAN	WI	53081-2556
2016	5563	DPW Work Order	\$410.99	CULLINS, JAMES R.	SHEBOYGAN	WI	53081-2556
2016	5386	Fire Dept General Billing	\$200.00	FEDEX CORPORATION	MEMPHIS	TN	38120-4117
2016	5362	DPW Work Order	\$373.61	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	5376	DPW Work Order	\$575.00	FRANKOVIS, SAVANAH C.	SHEBOYGAN	WI	53081-2754
2016	5210	DPW Work Order	\$5,469.14	GOMEZ, JORGE	SHEBOYGAN	WI	53081-5714
2016	5457	DPW Work Order	\$5,549.65	GRASKAMP, DELBERT L.	SHEBOYGAN	WI	53081-5131
2016	5528	DPW Work Order	\$41,687.00	GRIFFITH, CODY M.	SHEBOYGAN	WI	53081
2016	5133	DPW Work Order	\$9,762.50	HUDSON, CHERIE N.	SHEBOYGAN	WI	53081-2114
2016	5203	DPW Work Order	\$2,704.96	KOLAR, MARK	SHEBOYGAN	WI	53081-2616
2016	5377	DPW Work Order	\$1,408.05	LOPEZ, NICHOLAS	SHEBOYGAN	WI	53081
2016	5433	Cemetery Burial	\$290.00	MEYER, CHRISTINE	SHEBOYGAN	WI	53081-2749
2016	5136	DPW Work Order	\$8,982.17	SABROWSKY, CASSANDRA R.	SHEBOYGAN	WI	53081-2560
2016	5280	DPW Work Order	\$200.00	SHEBOYGAN COUNTY JUVENILE RESTITUTION	SHEBOYGAN	WI	53081
2016	5580	Police Dept General Billing	\$50.00	SPRINT	SHEBOYGAN	WI	53081
2016	5616	Police Dept General Billing	\$75.00	SPRINT	SHEBOYGAN	WI	53081
2016	5252	DPW Work Order	\$7,198.57	STIEBS, TRISTAN E.	SHEBOYGAN	WI	53081-4921
2016	831581	Parking Ticket	\$45.00	MEYERS, JORDAN P.	PHOENIX	AZ	85018-3641
2016	829959	Parking Ticket	\$45.00	VALENTINE, MICHAEL A.	MOESTO	CA	95355-2276
2016	831456	Parking Ticket	\$45.00	VALENTINE, MICHAEL A.	MOESTO	CA	95355-2276
2016	832001	Parking Ticket	\$45.00	VALENTINE, MICHAEL A.	MOESTO	CA	95355-2276
2016	834074	Parking Ticket	\$45.00	WRIGHT, MICHAEL T.	COLORADO SPRINGS	CO	80903
2016	834733	Parking Ticket	\$5.00	STERNBENZ, JOSEPH W.	ST PETERSBURG	FL	33715-1643
2016	834090	Parking Ticket	\$45.00	SKELTON, JERRY	MIAMI	FL	33131-0000
2016	830638	Parking Ticket	\$45.00	HIGGINS, LARRY W. JR.	PORT RICHEY	FL	34668-0000
2016	833155	Parking Ticket	\$45.00	HIGGINS, LARRY W. JR.	PORT RICHEY	FL	34668-0000
2016	835074	Parking Ticket	\$30.00	TOOMALATAI, KATRINA D.	MIAMI	FL	33129-0000
2016	828629	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	829503	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	829617	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	830111	Parking Ticket	\$45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	830869	Parking Ticket	\$30.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	816693	Parking Ticket	\$45.00	REZACHEK, TYLER J.	MANITOWOC	WI	54220-2446
2016	834252	Parking Ticket	\$45.00	REZACHEK, TYLER J.	MANITOWOC	WI	54220-2446
2016	834313	Parking Ticket	\$45.00	REZACHEK, TYLER J.	MANITOWOC	WI	54220-2446
2016	828921	Parking Ticket	\$45.00	GONZALEZ, KINA E.	LA GRANGE PARK	IL	60526-6011
2016	827866	Parking Ticket	\$45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2016	829472	Parking Ticket	\$45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2016	834354	Parking Ticket	\$45.00	HERTZ	DES PLAINES	IL	60018-2956
2016	834617	Parking Ticket	\$30.00	OCONNOR, ADAM S.	CHICAGO	IL	60614-3754
2016	828722	Parking Ticket	\$45.00	DATIL, PABLO	MICHIGAN CITY	IN	46360-2276
2016	828928	Parking Ticket	\$45.00	DATIL, PABLO	MICHIGAN CITY	IN	46360-2276
2016	830599	Parking Ticket	\$45.00	DATIL, PABLO	MICHIGAN CITY	IN	46360-2276
2016	829401	Parking Ticket	\$45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2016	830846	Parking Ticket	\$45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2016	832440	Parking Ticket	\$45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524

2016	834424	Parking Ticket	\$30.00	THOMSON, AARON M.	ESCANABA	MI	49829-4308
2016	834640	Parking Ticket	\$30.00	THOMSON, AARON M.	ESCANABA	MI	49829-4308
2016	834941	Parking Ticket	\$45.00	THOMSON, AARON M.	ESCANABA	MI	49829-4308
2016	835066	Parking Ticket	\$45.00	THOMSON, AARON M.	ESCANABA	MI	49829-4308
2016	835067	Parking Ticket	\$45.00	THOMSON, AARON M.	ESCANABA	MI	49829-4308
2016	835221	Parking Ticket	\$30.00	HERTZ VEHICLES LLC	DETROIT	MI	48242-1202
2016	830578	Parking Ticket	\$45.00	ZINK, KYLE R.	FLINT	MI	48507-4521
2016	828759	Parking Ticket	\$45.00	KING, DYLAN T.	SHEBOYGAN	WI	53081-5315
2016	829660	Parking Ticket	\$45.00	KING, DYLAN T.	SHEBOYGAN	WI	53081-5315
2016	829816	Parking Ticket	\$45.00	KING, DYLAN T.	SHEBOYGAN	WI	53081-5315
2016	829765	Parking Ticket	\$20.00	KAPPAH, ADAM J.	RED WING	MN	55066
2016	829926	Parking Ticket	\$20.00	KAPPAH, ADAM J.	RED WING	MN	55066
2016	834820	Parking Ticket	\$35.00	MERRIMAN, FAIRBEE M.	DULUTH	MN	55807
2016	833695	Parking Ticket	\$30.00	HAMILTON, STEFANI	ST LOUIS	MO	63116
2016	832689	Parking Ticket	\$45.00	YANG, SHENG LENG	NEOSHO	MO	64850
2016	832838	Parking Ticket	\$45.00	YANG, SHENG LENG	NEOSHO	MO	64850
2016	831000	Parking Ticket	\$45.00	ZIEREIS, RICHARD M.	HELENA	MT	59601
2016	832172	Parking Ticket	\$30.00	BROWN, KYLE C.	LAS VEGAS	NV	89123-1087
2016	828532	Parking Ticket	\$45.00	VW CREDIT LEASING LTD	LIBERTYVILLE	IL	60048-4460
2016	831580	Parking Ticket	\$45.00	VW CREDIT LEASING LTD	LIBERTYVILLE	IL	60048-4460
2016	835333	Parking Ticket	\$20.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	834094	Parking Ticket	\$45.00	GOMEZ, CARLOS	GREENVILLE	SC	29607-5860
2016	830563	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	832873	Parking Ticket	\$30.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	833740	Parking Ticket	\$30.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	834674	Parking Ticket	\$30.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	834829	Parking Ticket	\$30.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	828469	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	828474	Parking Ticket	\$45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2016	832901	Parking Ticket	\$45.00	GARCIA, MARIA D.	ROWLETT	TX	75088
2016	833035	Parking Ticket	\$45.00	GARCIA, MARIA D.	ROWLETT	TX	75088
2016	831134	Parking Ticket	\$45.00	HARDMAN, DANIEL M.	MISSOURI CITY	TX	77489
2016	831322	Parking Ticket	\$45.00	NIESING, JASON E.	DALLAS	TX	75227
2016	834422	Parking Ticket	\$45.00	SEALS, JESSICA L.	TACOMA	WA	98465
2016	834517	Parking Ticket	\$50.00	MORELAND, JERRALD E.	SHEBOYGAN	WI	53081
2016	829659	Parking Ticket	\$50.00	BLACKLOCK, ZACHARY M.	SHEBOYGAN	WI	53081
2016	832416	Parking Ticket	\$50.00	BORLAND, ADAM P.	SHEBOYGAN	WI	53081-3270
2016	835329	Parking Ticket	\$50.00	CURRIER, BRITTANY ROSE	SHEBOYGAN	WI	53081
2016	829132	Parking Ticket	\$50.00	DELONEY, MICHAELA M.	ODANAH	WI	54861-0245
2016	831817	Parking Ticket	\$50.00	DEWITT, CURTIS W.	SHEBOYGAN	WI	53081-5856
2016	831385	Parking Ticket	\$50.00	ERTEL, ROBERT M.	SHEBOYGAN	WI	53081-4005
2016	834742	Parking Ticket	\$50.00	GARRISON, JOHN A.	SHEBOYGAN	WI	53081
2016	834770	Parking Ticket	\$45.00	GARRISON, JOHN A.	SHEBOYGAN	WI	53081
2016	834799	Parking Ticket	\$45.00	GARRISON, JOHN A.	SHEBOYGAN	WI	53081
2016	827063	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	827064	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	827065	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	829042	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	829732	Parking Ticket	\$50.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	829677	Parking Ticket	\$50.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829679	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829680	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829305	Parking Ticket	\$35.00	HORZEN, CHRISTOPHER J.	SHEBOYGAN	WI	53081
2016	833243	Parking Ticket	\$50.00	HUTCHISON, TRISTIN A.	SHEBOYGAN	WI	53081-9613
2016	833246	Parking Ticket	\$45.00	HUTCHISON, TRISTIN A.	SHEBOYGAN	WI	53081-9613
2016	828876	Parking Ticket	\$45.00	JACQUART, MARY A.	TWO RIVERS	WI	54241-2748
2016	828891	Parking Ticket	\$45.00	JACQUART, MARY A.	TWO RIVERS	WI	54241-2748
2016	828925	Parking Ticket	\$50.00	JACQUART, MARY A.	TWO RIVERS	WI	54241-2748
2016	828108	Parking Ticket	\$45.00	JONES, STEPHANIE D.	SHEBOYGAN	WI	53081-4105
2016	827593	Parking Ticket	\$50.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	828952	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	828963	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	829494	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	834263	Parking Ticket	\$35.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	834266	Parking Ticket	\$30.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	834275	Parking Ticket	\$30.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	818140	Parking Ticket	\$45.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53083-4708
2016	832507	Parking Ticket	\$50.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53083-4708
2016	832517	Parking Ticket	\$45.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53081-3421



2016	829390	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2016	829738	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2016	829739	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2016	829740	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2016	835204	Parking Ticket	\$45.00	MORELAND, JERRALD E.	SHEBOYGAN	WI	53081
2016	829737	Parking Ticket	\$45.00	PARKER, JARVIS K.	SHEBOYGAN	WI	53083
2016	829743	Parking Ticket	\$45.00	PARKER, JARVIS K.	SHEBOYGAN	WI	53083
2016	829747	Parking Ticket	\$45.00	PARKER, JARVIS K.	SHEBOYGAN	WI	53083
2016	821033	Parking Ticket	\$50.00	PIERI, RYAN J.	SHEBOYGAN	WI	53081-4151
2016	830077	Parking Ticket	\$50.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	832262	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	832421	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	833176	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	833329	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	833345	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	833352	Parking Ticket	\$45.00	PRICE, CEDRIC L.	SHEBOYGAN	WI	53081-3301
2016	833505	Parking Ticket	\$45.00	RAMIREZ, VICTOR H.	SHEBOYGAN	WI	53081-4935
2016	821781	Parking Ticket	\$50.00	ROHR, KRISTIN K.	TWO RIVERS	WI	54241-3503
2016	828465	Parking Ticket	\$50.00	ROSEK, ANTHONY W.	SHEBOYGAN	WI	53081
2016	829869	Parking Ticket	\$50.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	829881	Parking Ticket	\$45.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	834843	Parking Ticket	\$45.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	834900	Parking Ticket	\$50.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	834917	Parking Ticket	\$45.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	826347	Parking Ticket	\$35.00	SACHSE, JAMIE M.	SHEBOYGAN	WI	53081-4829
2016	827074	Parking Ticket	\$25.00	SACHSE, JAMIE M.	SHEBOYGAN	WI	53081-4829
2016	826071	Parking Ticket	\$50.00	SCHMIDT, CHRISTOPHER L.	SHEBOYGAN	WI	53081
2016	826074	Parking Ticket	\$45.00	SCHMIDT, CHRISTOPHER L.	SHEBOYGAN	WI	53081
2016	833843	Parking Ticket	\$45.00	SCHMIDT, CHRISTOPHER L.	SHEBOYGAN	WI	53081
2016	834245	Parking Ticket	\$50.00	SHEMBEDA-SAWAYA, KWADE M.	PLYMOUTH	WI	53073
2016	834307	Parking Ticket	\$45.00	SHEMBEDA-SAWAYA, KWADE M.	PLYMOUTH	WI	53073
2016	834182	Parking Ticket	\$50.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	832444	Parking Ticket	\$50.00	WILSON, JOLEEN	SHEBOYGAN	WI	53081-4432
2016	832788	Parking Ticket	\$45.00	FREIS, MARIAH M.	SHEBOYGAN	WI	53081
2016	832466	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	833160	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	833380	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	833422	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	834237	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	834301	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	834463	Parking Ticket	\$45.00	GONZALEZ, JOSE F.	SHEBOYGAN	WI	53081
2016	828776	Parking Ticket	\$45.00	REISE, ROY W.	SHEBOYGAN	WI	53081
2016	829731	Parking Ticket	\$45.00	REISE, ROY W.	SHEBOYGAN	WI	53081
2016	829733	Parking Ticket	\$45.00	REISE, ROY W.	SHEBOYGAN	WI	53081
2016	832032	Parking Ticket	\$50.00	ZAMORA, SANTOS E.	SHEBOYGAN	WI	53081-7447
2016	832497	Parking Ticket	\$50.00	KAPP, SHERMAN L.	APPLETON	WI	54911-4341
2016	834651	Parking Ticket	\$35.00	GARCIA, ISAREL M.	CLEVELAND	WI	53015-1469
2016	832581	Parking Ticket	\$50.00	FLORES, REBECCA	SHEBOYGAN	WI	53081-5254
2016	830125	Parking Ticket	\$50.00	MACK, KERI B.	MILWAUKEE	WI	53210-2514
2016	828268	Parking Ticket	\$45.00	PATTON, FELIX A.	SHEBOYGAN	WI	53081
2016	828401	Parking Ticket	\$45.00	PATTON, FELIX A.	SHEBOYGAN	WI	53081
2016	828661	Parking Ticket	\$50.00	PATTON, FELIX A.	SHEBOYGAN	WI	53081
2016	833117	Parking Ticket	\$35.00	BOENS, JERRY T.	SHEBOYGAN	WI	53081-2502
2016	834629	Parking Ticket	\$35.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	829343	Parking Ticket	\$15.00	KNITTER, MICHAEL F.	CASCADE	WI	53011-1346
2016	828991	Parking Ticket	\$50.00	BURNS, CHRISTIAN M.	SHEBOYGAN	WI	53081-6668
2016	829131	Parking Ticket	\$50.00	WINZER, DONNETTA M.	MILWAUKEE	WI	53212-2328
2016	833158	Parking Ticket	\$50.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2642
2016	835040	Parking Ticket	\$45.00	PFEIFFER, OYA N.	SHEBOYGAN	WI	53081-2703
2016	835042	Parking Ticket	\$45.00	PFEIFFER, OYA N.	SHEBOYGAN	WI	53081-2703
2016	829304	Parking Ticket	(\$5.00)	HARJU, MATTHEW S.	FOND DU LAC	WI	54935-4236
2016	831395	Parking Ticket	\$45.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081-2458
2016	832288	Parking Ticket	\$45.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081-2458
2016	814275	Parking Ticket	\$50.00	MILLER, BETH E.	WEST BEND	WI	53095-9121
2016	833134	Parking Ticket	\$30.00	MILLER, BETH E.	WEST BEND	WI	53095-9121
2016	829649	Parking Ticket	\$30.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	829741	Parking Ticket	\$45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	829744	Parking Ticket	\$45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	831306	Parking Ticket	\$50.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030

2016	832958	Parking Ticket	\$45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	834488	Parking Ticket	\$50.00	AMMON, JOHN W.	BURLINGTON	WI	53105-9652
2016	834489	Parking Ticket	\$45.00	AMMON, JOHN W.	BURLINGTON	WI	53105-9652
2016	828558	Parking Ticket	\$45.00	BOHN, BRIANNA L.	OOSTBURG	WI	53070-1603
2016	829681	Parking Ticket	\$50.00	BOHN, BRIANNA L.	OOSTBURG	WI	53070-1603
2016	834741	Parking Ticket	\$45.00	KOCH, TERRY R.	SHEBOYGAN	WI	53081-5807
2016	834750	Parking Ticket	\$45.00	KOCH, TERRY R.	SHEBOYGAN	WI	53081-5807
2016	834769	Parking Ticket	\$45.00	KOCH, TERRY R.	SHEBOYGAN	WI	53081-5807
2016	830585	Parking Ticket	\$45.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	831375	Parking Ticket	\$45.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	831386	Parking Ticket	\$50.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	833725	Parking Ticket	\$45.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	833770	Parking Ticket	\$45.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	833786	Parking Ticket	\$45.00	FELDE, SUSAN M.	FOND DU LAC	WI	54935-5714
2016	835080	Parking Ticket	\$45.00	CASL, AARON D.	SHEBOYGAN	WI	53081-5919
2016	835097	Parking Ticket	\$45.00	CASL, AARON D.	SHEBOYGAN	WI	53081-5919
2016	835121	Parking Ticket	\$50.00	CASL, AARON D.	SHEBOYGAN	WI	53081-5919
2016	830330	Parking Ticket	\$50.00	MOLINA, VANESSA C.	SHEBOYGAN	WI	53081-5712
2016	831415	Parking Ticket	\$45.00	MARKSMAN, MICHELLE A.	SHEBOYGAN	WI	53081-5634
2016	828641	Parking Ticket	\$45.00	FRICKE, ALYSSA M.	SHEBOYGAN	WI	53081-2916
2016	834783	Parking Ticket	\$35.00	UEBELHERR, THOMAS C.	SHEBOYGAN	WI	53081-3212
2016	832481	Parking Ticket	\$5.00	TIDWALL, KAREN L.	SHOREWOOD	WI	53211-1757
2016	831371	Parking Ticket	\$50.00	GORDON, BRITISH T.	MILWAUKEE	WI	53218-2605
2016	834011	Parking Ticket	\$45.00	BLAD, ELIZABETH A.	CASCADE	WI	53011-1219
2016	831898	Parking Ticket	\$45.00	HILL, DAWN M.	SHEBOYGAN	WI	53081-5228
2016	832071	Parking Ticket	\$50.00	HILL, DAWN M.	SHEBOYGAN	WI	53081-5228
2016	833057	Parking Ticket	\$45.00	THIEL, JESSICA R.	SHEBOYGAN	WI	53081-2582
2016	831824	Parking Ticket	\$50.00	COONEY, VINCENT T.	SHEBOYGAN	WI	53081-3240
2016	831423	Parking Ticket	\$45.00	CORTEZ-LUNA, MARIA G.	SHEBOYGAN	WI	53081-2524
2016	831822	Parking Ticket	\$50.00	HAUSCHULTZ, AMBER A.	NEENAH	WI	54956-6202
2016	830767	Parking Ticket	\$45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	830943	Parking Ticket	\$50.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	832493	Parking Ticket	\$30.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	832500	Parking Ticket	\$30.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	832503	Parking Ticket	\$45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	832513	Parking Ticket	\$45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	815881	Parking Ticket	\$100.00	ASHTON, TIA Y.	SHEBOYGAN	WI	53081-5123
2016	834638	Parking Ticket	\$30.00	ASHTON, TIA Y.	SHEBOYGAN	WI	53081-5123
2016	835098	Parking Ticket	\$45.00	ASHTON, TIA Y.	SHEBOYGAN	WI	53081-5123
2016	829216	Parking Ticket	\$40.00	RAMIREZ, VICTOR H. JR	SHEBOYGAN	WI	53081
2016	834739	Parking Ticket	\$50.00	LUCIOUS, PAMULA M.	SHEBOYGAN	WI	53081-7082
2016	834747	Parking Ticket	\$45.00	LUCIOUS, PAMULA M.	SHEBOYGAN	WI	53081-7082
2016	834762	Parking Ticket	\$45.00	LUCIOUS, PAMULA M.	SHEBOYGAN	WI	53081-7082
2016	828197	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	828198	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	828199	Parking Ticket	\$45.00	KELLY, TRACI J.	SHEBOYGAN	WI	53081-3987
2016	831825	Parking Ticket	\$50.00	GILL, ADAM J.	SHEBOYGAN	WI	53081
2016	831815	Parking Ticket	\$50.00	CROISSANT, THOMAS L.	HOWARDS GROVE	WI	53083-1268
2016	833995	Parking Ticket	\$50.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	834413	Parking Ticket	\$45.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	834423	Parking Ticket	\$45.00	LEWIS, ALBERT J.	SHEBOYGAN	WI	53081-3988
2016	833510	Parking Ticket	\$50.00	LALLEY, LISA M.	SHEBOYGAN	WI	53081-5213
2016	833663	Parking Ticket	\$45.00	LALLEY, LISA M.	SHEBOYGAN	WI	53081-5213
2016	833757	Parking Ticket	\$45.00	LALLEY, LISA M.	SHEBOYGAN	WI	53081-5213
2016	833816	Parking Ticket	\$45.00	LALLEY, LISA M.	SHEBOYGAN	WI	53081-5213
2016	833826	Parking Ticket	\$45.00	LALLEY, LISA M.	SHEBOYGAN	WI	53081-5213
2016	829673	Parking Ticket	\$35.00	HERNANDEZ-REYES, ROSALINDA	OOSTBURG	WI	53070-1219
2016	832920	Parking Ticket	\$50.00	SCHMIDT, EDITH M.	SHEBOYGAN	WI	53081-3226
2016	830838	Parking Ticket	\$45.00	ELLENBECKER, JAMES G.	ADELL	WI	53001-1188
2016	830851	Parking Ticket	\$50.00	ELLENBECKER, JAMES G.	ADELL	WI	53001-1188
2016	830855	Parking Ticket	\$45.00	ELLENBECKER, JAMES G.	ADELL	WI	53001-1188
2016	830316	Parking Ticket	\$50.00	ZAMORA, DANIEL	SHEBOYGAN	WI	53081-5950
2016	830725	Parking Ticket	\$45.00	ZAMORA, DANIEL	SHEBOYGAN	WI	53081-5950
2016	831372	Parking Ticket	\$45.00	ZAMORA, DANIEL	SHEBOYGAN	WI	53081-5950
2016	818141	Parking Ticket	\$50.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2016	829962	Parking Ticket	\$45.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2016	832502	Parking Ticket	\$45.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2016	832510	Parking Ticket	\$45.00	TURK, THOMAS	SHEBOYGAN	WI	53081
2016	829274	Parking Ticket	\$45.00	EZELL, BREANA N.	SHEBOYGAN	WI	53081-4187



2016	829707	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	829708	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	829715	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	830228	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	830707	Parking Ticket	\$45.00	EZELL, BREANA N.	SHEBOYGAN	WI	53081-4187
2016	831039	Parking Ticket	\$45.00	EZELL, BREANA N.	SHEBOYGAN	WI	53081-4187
2016	831052	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	831053	Parking Ticket	\$45.00	EZELL, BREANA N.	CUDAHY	WI	53110-2644
2016	833754	Parking Ticket	\$35.00	WILLIAMS, JAWANZA A.	SHEBOYGAN	WI	53081-4850
2016	834710	Parking Ticket	\$50.00	GRIER, SHARMEL M.	MILWAUKEE	WI	53210-2412
2016	834723	Parking Ticket	\$45.00	GRIER, SHARMEL M.	MILWAUKEE	WI	53210-2412
2016	834724	Parking Ticket	\$45.00	GRIER, SHARMEL M.	MILWAUKEE	WI	53210-2412
2016	834825	Parking Ticket	\$45.00	GRIER, SHARMEL M.	MILWAUKEE	WI	53210-2412
2016	831066	Parking Ticket	\$50.00	ADVANCED ROOFING AND SIDING	SHEBOYGAN FALLS	WI	53085-1857
2016	799547	Parking Ticket	\$50.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53083-4708
2016	834244	Parking Ticket	\$45.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53083-4708
2016	829646	Parking Ticket	\$50.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	829650	Parking Ticket	\$45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	829656	Parking Ticket	\$45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	784525	Parking Ticket	\$45.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	822701	Parking Ticket	\$45.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	828470	Parking Ticket	\$50.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	828961	Parking Ticket	\$45.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	828966	Parking Ticket	\$45.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	828975	Parking Ticket	\$45.00	TOSTON, MICHELLE L.	SHEBOYGAN	WI	53081-7006
2016	828737	Parking Ticket	\$45.00	MEEKS, BOBBY J.	SHEBOYGAN	WI	53081-7082
2016	825927	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825928	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825929	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825930	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825931	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825932	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	825933	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	828010	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	828070	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	828334	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	829150	Parking Ticket	\$45.00	POCIAN, RICHARD A.	SHEBOYGAN	WI	53081-4934
2016	830805	Parking Ticket	\$45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	830841	Parking Ticket	\$50.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	832196	Parking Ticket	\$45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	830231	Parking Ticket	\$50.00	CARTWRIGHT, JAMES N.	MANITOWOC	WI	54220-5042
2016	835122	Parking Ticket	\$35.00	YOUNG, DEMETRIUS A.	MILWAUKEE	WI	53209-4160
2016	783096	Parking Ticket	\$45.00	AHRENS, NATHAN A.	SHEBOYGAN	WI	53081-7063
2016	833867	Parking Ticket	\$50.00	AHRENS, NATHAN A.	SHEBOYGAN	WI	53081-7063
2016	833931	Parking Ticket	\$45.00	AHRENS, NATHAN A.	SHEBOYGAN	WI	53081-7063
2016	833074	Parking Ticket	\$50.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081
2016	833075	Parking Ticket	\$45.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081
2016	834201	Parking Ticket	\$45.00	BECKER, ANDREW J.	SHEBOYGAN	WI	53081
2016	826064	Parking Ticket	\$45.00	HULEY, GLEN B.	SHEBOYGAN	WI	53081-3310
2016	832449	Parking Ticket	\$50.00	HULEY, GLEN B.	SHEBOYGAN	WI	53081-3310
2016	833768	Parking Ticket	\$45.00	HULEY, GLEN B.	SHEBOYGAN	WI	53081-3310
2016	833787	Parking Ticket	\$45.00	HULEY, GLEN B.	SHEBOYGAN	WI	53081-3310
2016	832081	Parking Ticket	\$50.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	827310	Parking Ticket	\$45.00	MILLER, AARON J.	SHEBOYGAN	WI	53081-5345
2016	829699	Parking Ticket	(\$25.00)	FIALLOS, JULISSA Y.	SHEBOYGAN	WI	53081-1869
2016	799490	Parking Ticket	\$50.00	ROHR, KRISTIN K.	TWO RIVERS	WI	54241-3503
2016	830840	Parking Ticket	\$45.00	ROHR, KRISTIN K.	TWO RIVERS	WI	54241-3503
2016	829227	Parking Ticket	\$15.00	LETOURNEAU, ALEXANDER V.	SHEBOYGAN	WI	53081-6324
2016	834840	Parking Ticket	\$50.00	AGUILAR, ANTONIO	SHEBOYGAN	WI	53081-3236
2016	825492	Parking Ticket	\$45.00	KOCH-HOSTETTLER, DESTINY	MANITOWOC	WI	54220-6370
2016	833518	Parking Ticket	\$50.00	KOCH-HOSTETTLER, DESTINY	MANITOWOC	WI	54220-6370
2016	833610	Parking Ticket	\$45.00	KOCH-HOSTETTLER, DESTINY L.	MANITOWOC	WI	54220-6370
2016	828074	Parking Ticket	\$45.00	ROY, KENDRA N.	SHEBOYGAN	WI	53081-3335
2016	828932	Parking Ticket	\$45.00	ROY, KENDRA N.	SHEBOYGAN	WI	53081-3335
2016	829181	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829187	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829188	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829486	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719
2016	829485	Parking Ticket	\$45.00	HERNANDEZ, JESUS A. JR	SHEBOYGAN	WI	53081-2719

2016	829162	Parking Ticket	\$45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	829716	Parking Ticket	\$45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	830279	Parking Ticket	\$45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	832085	Parking Ticket	\$25.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2016	832746	Parking Ticket	\$45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2016	835177	Parking Ticket	\$50.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835198	Parking Ticket	\$45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835255	Parking Ticket	\$45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835077	Parking Ticket	\$50.00	GABRISH, NICHOLE M.	VALDERS	WI	54245-9580
2016	832349	Parking Ticket	\$50.00	FIDLIN, KIMBERLY A.	SHEBOYGAN	WI	53081-4025
2016	832802	Parking Ticket	\$45.00	FIDLIN, KIMBERLY A.	SHEBOYGAN	WI	53081-4025
2016	832803	Parking Ticket	\$45.00	FIDLIN, KIMBERLY A.	SHEBOYGAN	WI	53081-4025
2016	828765	Parking Ticket	\$45.00	HUTCHISON, TRISTIN A.	SHEBOYGAN	WI	53081-9613
2016	829136	Parking Ticket	\$45.00	HUTCHISON, TRISTIN A.	SHEBOYGAN	WI	53081-9613
2016	830018	Parking Ticket	\$50.00	KROLL, AUSTIN	SHEBOYGAN	WI	53081
2016	823631	Parking Ticket	\$50.00	BELEKEVICH, AMY L.	CLEVELAND	WI	53015-1500
2016	834954	Parking Ticket	\$45.00	BELEKEVICH, AMY L.	CLEVELAND	WI	53015-1500
2016	835079	Parking Ticket	\$45.00	BELEKEVICH, AMY L.	CLEVELAND	WI	53015-1500
2016	835095	Parking Ticket	\$45.00	BELEKEVICH, AMY L.	CLEVELAND	WI	53015-1500
2016	833492	Parking Ticket	\$50.00	RYAN, JUSTIN P.	SHEBOYGAN FALLS	WI	53085-1407
2016	833553	Parking Ticket	\$45.00	RYAN, JUSTIN P.	SHEBOYGAN FALLS	WI	53085-1407
2016	833573	Parking Ticket	\$45.00	RYAN, JUSTIN P.	SHEBOYGAN FALLS	WI	53085-1407
2016	825485	Parking Ticket	\$50.00	SOTO, EMILY A.	SHEBOYGAN	WI	53081-4840
2016	825489	Parking Ticket	\$45.00	SOTO, EMILY A.	SHEBOYGAN	WI	53081-4840
2016	827592	Parking Ticket	\$45.00	SOTO, EMILY A.	SHEBOYGAN	WI	53081-4840
2016	828484	Parking Ticket	\$45.00	SOTO, EMILY A.	SHEBOYGAN	WI	53081-4840
2016	829138	Parking Ticket	\$45.00	SOTO, EMILY A.	SHEBOYGAN	WI	53081-4840
2016	829634	Parking Ticket	\$35.00	ENDERS, ADAM A.	SHEBOYGAN	WI	53081-3421
2016	835081	Parking Ticket	\$45.00	GARZA, JESUS	SHEBOYGAN	WI	53081-5922
2016	835113	Parking Ticket	\$45.00	GARZA, JESUS	SHEBOYGAN	WI	53081-5922
2016	834720	Parking Ticket	\$45.00	MOORE, CINDY L.	SHEBOYGAN	WI	53081-5315
2016	834721	Parking Ticket	\$50.00	MOORE, CINDY L.	SHEBOYGAN	WI	53081-5315
2016	834728	Parking Ticket	\$45.00	MOORE, CINDY L.	SHEBOYGAN	WI	53081-5315
2016	828264	Parking Ticket	\$50.00	MILNE, AMANDA J.	SHEBOYGAN FALLS	WI	53085-1055
2016	835114	Parking Ticket	\$50.00	GARZA, JESUS	SHEBOYGAN	WI	53081-5922
2016	824389	Parking Ticket	\$50.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2016	830596	Parking Ticket	\$50.00	VANG, SENG	MANITOWOC	WI	54220-5128
2016	831729	Parking Ticket	\$45.00	VANG, SENG	MANITOWOC	WI	54220-5128
2016	831810	Parking Ticket	\$45.00	VANG, SENG	MANITOWOC	WI	54220-5128
2016	832163	Parking Ticket	\$45.00	VANG, SENG	MANITOWOC	WI	54220-5128
2016	832199	Parking Ticket	\$45.00	VANG, SENG	MANITOWOC	WI	54220-5128
2016	829865	Parking Ticket	\$45.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	829952	Parking Ticket	\$45.00	ROTHERING, MARIA M.	SHEBOYGAN	WI	53081
2016	831213	Parking Ticket	\$50.00	BELTRAN, PETER J.	SHEBOYGAN FALLS	WI	53085-2753
2016	831925	Parking Ticket	\$50.00	KIEFER, DAVID D.	SHEBOYGAN	WI	53081
2016	826848	Parking Ticket	\$50.00	BROOKS, CRUZANTNIA U.	MILWAUKEE	WI	53223
2016	829729	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	829730	Parking Ticket	\$45.00	HAMPTON, PARIS S.	SHEBOYGAN	WI	53081-2610
2016	833106	Parking Ticket	\$30.00	ERTEL, ROBERT M.	SHEBOYGAN	WI	53081-4005
2016	833666	Parking Ticket	\$35.00	ATILANO-OCCHOA, ALEJO	MILWAUKEE	WI	5221-2202
2016	833092	Parking Ticket	\$50.00	SCHIEBLE, IAN R.	SHEBOYGAN	WI	53083-3169
2016	833109	Parking Ticket	\$45.00	SCHIEBLE, IAN R.	SHEBOYGAN	WI	53083-3169
2016	833120	Parking Ticket	\$45.00	SCHIEBLE, IAN R.	SHEBOYGAN	WI	53083-3169
2016	833569	Parking Ticket	\$50.00	WEINBERGER, COLTEN A.	SARONA	WI	54870-9002
2016	832193	Parking Ticket	\$35.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2016	833231	Parking Ticket	\$50.00	PABON, JERRY L.	SHEBOYGAN	WI	53081-2602
2016	834768	Parking Ticket	\$45.00	EMMRICH, CHARITY R.	SHEBOYGAN	WI	53081-5851
2016	834805	Parking Ticket	\$50.00	EMMRICH, CHARITY R.	SHEBOYGAN	WI	53081-5851
2016	834824	Parking Ticket	\$45.00	EMMRICH, CHARITY R.	SHEBOYGAN	WI	53081-5851
2016	834870	Parking Ticket	\$45.00	EMMRICH, CHARITY R.	SHEBOYGAN	WI	53081-5851
2016	834394	Parking Ticket	\$50.00	OYLER, JONATHON M.	SHEBOYGAN	WI	53081
2016	834399	Parking Ticket	\$45.00	OYLER, JONATHON M.	SHEBOYGAN	WI	53081
2016	833045	Parking Ticket	\$35.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	829687	Parking Ticket	\$45.00	MILSAP, VICTORIA J.	SHEBOYGAN	WI	53081-8971
2016	821785	Parking Ticket	\$45.00	SENKBEIL, NICHOLAS G.	SHEBOYGAN	WI	53081
2016	834207	Parking Ticket	\$45.00	RABUCK, RUSSELL R.	KIEL	WI	53042
2016	834209	Parking Ticket	\$45.00	RABUCK, RUSSELL R.	KIEL	WI	53042
2016	834210	Parking Ticket	\$45.00	RABUCK, RUSSELL R.	KIEL	WI	53042
2016	834211	Parking Ticket	\$45.00	RABUCK, RUSSELL R.	KIEL	WI	53042

2016	833198	Parking Ticket	\$45.00	WIDUCKI, STEVEN J.	SHEBOYGAN	WI	53081-4829
2016	833199	Parking Ticket	\$45.00	WIDUCKI, STEVEN J.	SHEBOYGAN	WI	53081-4829
2016	833200	Parking Ticket	\$45.00	WIDUCKI, STEVEN J.	SHEBOYGAN	WI	53081-4829
2016	832944	Parking Ticket	\$45.00	LUTZKE, THOMAS J.	SHEBOYGAN	WI	53081-5315
2016	830958	Parking Ticket	\$45.00	SPRADAU, TYSON J.	SHEBOYGAN	WI	53081
2016	832469	Parking Ticket	\$45.00	SPRADAU, TYSON J.	SHEBOYGAN	WI	53081
2016	832471	Parking Ticket	\$45.00	SPRADAU, TYSON J.	SHEBOYGAN	WI	53081
2016	832472	Parking Ticket	\$45.00	SPRADAU, TYSON J.	SHEBOYGAN	WI	53081
2016	834566	Parking Ticket	\$45.00	SPRADAU, TYSON J.	SHEBOYGAN	WI	53081



VIII

R. C. No. 144 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 101-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Tax Increment District 10 Fund from the General Fund; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 10 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing the transfer of funds to repay advances made to Tax Increment District 10 Fund from the General Fund.

WHEREAS, the General Fund transferred funds to the Tax Increment District 10 Fund through several transfers in 2001 to cover cash flow shortfalls; and

WHEREAS, the current outstanding balance of these advances is \$419,728.29; and

WHEREAS, it is appropriate for those funds to be repaid at this time due to sufficient fund balance and impending district closure; and

WHEREAS, the Common Council expressed its intent that the funds "will be repaid with interest."

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$439,322.61 from Tax Increment District 10 Fund to the General Fund.

BE IT FURTHER RESOLVED: That the amounts the Finance Director is authorized by this Resolution to transfer from the Tax Increment District 10 Fund include both principal and appropriate interest from the previous advances.

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

VIII

R. C. No. 145 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 102-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Environmental Tax Increment District 1 Fund from the Capital Projects Fund; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 102 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing the transfer of funds to repay advances made to Environmental Tax Increment District 1 Fund from the Capital Projects Fund.

WHEREAS, the Capital Projects Fund transferred funds to the Environmental Tax Increment District 1 Fund through several transfers prior to 2017 to cover cash flow shortfalls; and

WHEREAS, the current outstanding balance of these advances is \$110,226.88; and

WHEREAS, it is appropriate for those funds to be repaid at this time due to sufficient fund balance; and

WHEREAS, it is appropriate to repay the advance with interest.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$115,372.64 from Environmental Tax Increment District 1 Fund to the Capital Projects Fund.

BE IT FURTHER RESOLVED: That the amounts the Finance Director is authorized by this Resolution to transfer from the Environmental Tax Increment District 1 Fund include both principal and appropriate interest from the previous advances.

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\_\_\_\_\_  
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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 146 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 103-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated vehicle fuel costs; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 103 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing an adjustment to the 2022 budget to fund unanticipated vehicle fuel costs.

WHEREAS, city staff conducts research and analysis as part of the annual budget process to estimate the price of fuel and utilities in the upcoming year; and

WHEREAS, the actual cost of fuel in 2022 was significantly higher than forecasted and budgeted; and

WHEREAS, the negative variances are impacting Police and Fire/EMS operational budgets, causing the departments to reduce spending to offset the unanticipated expense; and

WHEREAS, city staff wants to ensure public safety is adequately funded.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$94,500 from the General Fund Contingency Account to fund the cost of fuel via the following budget amendment:

DECREASE:

General Fund - City Administrator - Contingency	
(Acct. No. 101141-810101)	\$94,500

INCREASE:

General Fund - Police - Gasoline	
(Acct. No. 101210-540230)	\$49,500
General Fund - Fire & Emergency Medical Services - Gasoline	
(Acct. No. 101220-540230)	\$45,000

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

FPD  
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VIII

R. C. No. 148 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 105-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Sheboygan Paper Box Co. related to 2020 and 2021 real estate taxes for Parcel No. 59281318401; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 105- 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing the issuance of a refund for excess property tax payable to Sheboygan Paper Box Co. related to 2020 and 2021 real estate taxes for Parcel No. 59281318401.

WHEREAS, Sheboygan Paper Box Co. owns manufacturing property in the City; and

WHEREAS, unlike other real property, manufacturing property in Wisconsin is assessed by the Wisconsin Department of Revenue; and

WHEREAS, Sheboygan Paper Box Co. challenged its property assessment related to Parcel No. 59281318401 for the years 2020 and 2021, but paid their tax in full pending settlement of its challenge, as required by law; and

WHEREAS, the Wisconsin Department of Revenue and Sheboygan Paper Box Co. entered into an agreement to reduce the total full value assessment for said property in an amount that resulted in an overpayment of tax by Sheboygan Paper Box Co. in 2020 of \$6,631.62 and in 2021 of \$6,311.47; and

WHEREAS, Wis. Stat. § 70.511(2)(b) obligates the City to refund to Petitioner the full amount of said overpayments; and

WHEREAS, the State of Wisconsin has denied a chargeback to the City of Sheboygan from taxing jurisdictions under Wisconsin State Law sec. 74.41(1m) since the assessment error is located on property in a TID with a positive increment.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2020 and 2021 real estate taxes in the amount of \$12,943.09 for Parcel No. 59281318401 and refund the parcel owner, Sheboygan Paper Box Co., the rescinded amount from the General Fund Taxroll Adjustment Account (Account No. 101150-580250).

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. C. No. 149 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 106-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated plumbing repairs at the Municipal Service Building; recommends adopting the Resolution.

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 106 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION authorizing an adjustment to the 2022 budget to fund unanticipated plumbing repairs at the Municipal Service Building.

WHEREAS, in early fall plumbing issues were discovered at the Municipal Service Building when water abruptly stopped being fed to two restrooms; and

WHEREAS, the cause of the issue was determined to be an underground, 1.5-inch water pipe which feeds two restrooms, two water fountains, and three additional water fixtures; and

WHEREAS, the water pipe is 200 feet long and runs underneath the Municipal Service Building making it difficult to access and repair; and

WHEREAS, city staff have determined the most economical approach is to abandon the old water pipe and install new, above ground, infrastructure; and

WHEREAS, having the water pipe above ground will be beneficial when future repairs are needed.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer funds in the amount of \$45,795 from the General Fund to the Capital Project Fund for the building repairs via the following budget amendment:

DECREASE:

General Fund - City Administrator - Contingency	
(Acct No. 101141-810101)	\$45,795

INCREASE:

General Fund - Finance - Interfund Transfer Out	
(Acct. No. 101150 -811100)	\$45,795
Capital Project Fund - Interfund Transfer In	
(Acct. 400-492000)	\$45,795
Capital Project Fund - Public Works -	
Building Improvements (Acct. No. 400300-631200)	\$45,795

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. C. No. 150 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 107-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications in the 2022 City of Sheboygan Compensation Program for Non-Represented Employees to reflect the recommended changes determined through the appeals process; 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. 107 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION adopting updated wage classifications in the 2022 City of Sheboygan Compensation Program for Non-Represented Employees to reflect the recommended changes determined through the appeals process.

WHEREAS, on April 7, 2021, the Common Council adopted Res. No. 190-20-21 authorizing entering into a Professional Services Agreement with Carlson-Dettmann Consulting for an assessment of the City's classification and compensation of its employees; and

WHEREAS, Carlson-Dettmann engaged in a lengthy analysis of job descriptions within the city, including the use of individual Job Description Questionnaires filled out by each employee and reviewed by the supervisors, which was designed to document, analyze, and validate job information for the various jobs and then quantitatively evaluate the job content of those jobs using a "Point Factor Job Evaluation System," an overview of which system was provided to the council at its May 16, 2022 meeting; and

WHEREAS, the results of the job evaluation system were used as part of a base salary market study that determined an appropriate set of benchmark positions for each job category, considering both public and private sector data for like job categories; and

WHEREAS, the benchmark positions were reviewed against actual current numbers with an eye toward remaining competitive in a changing labor market and retaining employees and setting a control point for average pay; and

WHEREAS, that review resulted in the creation of an annual step process whereby new employees would be paid at 90% of the control point, employees would be expected to reach the control point by their fifth year, and steps after the fifth year would increase 1.25% per year up to a maximum of 115% of the control point; and

WHEREAS, on September 6, 2022, the Common Council adopted Res. No. 33-22-23 to implement the recommended wage scale as prepared by Carlson-Dettmann; and

WHEREAS, non-represented employees had the opportunity to provide reasoning and additional documentation to human resources and Carlson-Dettmann through an appeal process if they felt their position was inaccurately rated through the initial reviews; and

WHEREAS, Carlson-Dettmann has reviewed the information provided related to appeals and held meetings with Department Heads to determine if any changes to the wage scale were necessary; and



WHEREAS, Carlson-Dettmann has provided the City with the attached listing of the recommended changes to five (5) positions as a result of the appeals process.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the recommended changes to the five (5) positions as attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to process back pay for the individuals affected by the recommended changes to the initial date of implementation of July 24, 2022.

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

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



Job Code	Job Title (Current)	Department	Division (If Applicable)	Originally Proposed Grade	Recommended Grade
SHEB-17060	Dept. Secretary-Admin	POLICE DEPARTMENT	POLICE DEPARTMENT	7	9
SHEB-17110	Time Agency Coordinator	POLICE DEPARTMENT	POLICE DEPARTMENT	7	9
SHEB-10010	Admin Coordinator	FIRE DEPARTMENT	FIRE DEPARTMENT	9	11
SHEB-07125	Maintenance Worker IV – Lead Sign Shop	DPW – MSB	FACILITIES & TRAFFIC	10	11
SHEB-07110	City Forester	DPW - MSB	PARK DEPARTMENT	13	15

The appeals documentation provided to departments and employees clearly requests revised job documentation in situations where it was alleged that the duties, responsibilities, or requirements of the position were not adequately taken into account. In the absence of any revised job documentation, we relied on the original job documentation provided.

R. C. No. 151 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
December 19, 2022.

Your Committee to whom was referred Res. No. 108-22-23 by Alderpersons Mitchell and Filicky-Peneski pursuant to Sections 82-31 and 82-54, Sheboygan Municipal Code, adopting changes to the classification plan effective January 1, 2023; recommends adopting the Resolution.

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 108 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
December 5, 2022.

A RESOLUTION pursuant to Sections 82-31 and 82-54, Sheboygan Municipal Code, adopting changes to the classification plan effective January 1, 2023.

WHEREAS, Sections 82-31 and 82-54 of the Sheboygan Municipal Code provide that the classification plan, consisting of the table of organization and compensation grade schedules showing the position title, pay scale, and compensation of all positions of employment in the city service, including class grades and compensation grades for said positions, are kept in the supplement to this Code on file in the City Clerk's office; and

WHEREAS, the sole changes being made to the classification plan are updates contained in the document attached hereto.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, pursuant to Sections 82-31 and 82-54 of the Sheboygan Municipal Code, hereby adopts changes to the classification plan and compensation grade schedules reflecting the information contained within the document attached hereto and incorporated herein.

FA

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

CITY OF SHEBOYGAN			January 2023																	
GRADE	JOB TITLE	DEPARTMENT	DIVISION	Control Point																
				90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113.75% Step 16	115.00% Max.
24	City Administrator	CITY ADMINISTRATOR		\$69.66	\$71.60	\$73.53	\$75.47	\$77.40	\$78.37	\$79.34	\$80.30	\$81.27	\$82.24	\$83.21	\$84.17	\$85.14	\$86.11	\$87.08	\$88.04	\$89.01
23				\$64.78	\$66.58	\$68.38	\$70.18	\$71.98	\$72.88	\$73.78	\$74.68	\$75.58	\$76.48	\$77.38	\$78.28	\$79.18	\$80.08	\$80.98	\$81.88	\$82.78
22	Fire Chief Police Chief	FIRE DEPARTMENT POLICE DEPARTMENT		\$60.24	\$61.91	\$63.58	\$65.26	\$66.93	\$67.77	\$68.60	\$69.44	\$70.28	\$71.11	\$71.95	\$72.79	\$73.62	\$74.46	\$75.30	\$76.13	\$76.97
21	Planning & Development Director Public Works Director Finance Director/Treasurer Human Resources & Labor Relations Director Information Technology Director Library Director	CITY DEVELOPMENT DPW - MSB FINANCE HUMAN RESOURCES INFORMATION TECHNOLOGY MEAD LIBRARY	MSB ADMIN	\$56.03	\$57.58	\$59.14	\$60.69	\$62.25	\$63.03	\$63.81	\$64.58	\$65.36	\$66.14	\$66.92	\$67.70	\$68.48	\$69.25	\$70.03	\$70.81	\$71.59
20	City Engineer Assistant Fire Chief	ENGINEERING FIRE DEPARTMENT		\$52.12	\$53.57	\$55.01	\$56.46	\$57.91	\$58.63	\$59.36	\$60.08	\$60.81	\$61.53	\$62.25	\$62.98	\$63.70	\$64.42	\$65.15	\$65.87	\$66.60
19	Parking and Transit Director Division Chief: Prevention/Inspections	SHEBOYGAN TRANSIT FIRE DEPARTMENT	TRANSIT	\$48.47	\$49.82	\$51.17	\$52.51	\$53.86	\$54.53	\$55.21	\$55.88	\$56.55	\$57.23	\$57.90	\$58.57	\$59.25	\$59.92	\$60.59	\$61.27	\$61.94
18	Assistant City Attorney Facilities Superintendent Parks/Forestry Superintendent Streets & Sanitation Superintendent Battalion Chief Wastewater Treatment Plant Superintendent	ATTORNEY DPW - MSB DPW - MSB DPW - MSB FIRE DEPARTMENT WASTEWATER	CITY ATTORNEY FACILITIES & TRAFFIC PARK DEPARTMENT STREETS & SANITATION	\$45.07	\$46.32	\$47.58	\$48.83	\$50.08	\$50.71	\$51.33	\$51.96	\$52.58	\$53.21	\$53.84	\$54.46	\$55.09	\$55.71	\$56.34	\$56.97	\$57.59
17				\$41.90	\$43.06	\$44.22	\$45.39	\$46.55	\$47.13	\$47.71	\$48.30	\$48.88	\$49.46	\$50.04	\$50.62	\$51.21	\$51.79	\$52.37	\$52.95	\$53.53
16	Asst City Attorney PT Civil Engineer & Project Manager Environmental Engineer Deputy Finance Director Network Administrator Public Services Manager Technical Services Manager	ATTORNEY ENGINEERING ENGINEERING FINANCE INFORMATION TECHNOLOGY MEAD LIBRARY MEAD LIBRARY	CITY ATTORNEY	\$38.94	\$40.02	\$41.11	\$42.19	\$43.27	\$43.81	\$44.35	\$44.89	\$45.43	\$45.97	\$46.52	\$47.06	\$47.60	\$48.14	\$48.68	\$49.22	\$49.76
15	Planning & Zoning Manager Equipment Services Supervisor Business Manager Streets & Sanitation Supervisor Systems Analyst Admin Services Manager Communications & Electronics Technician Uptown Social Director Pre-Treatment Supervisor GIS Project Specialist City Forester	CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB INFORMATION TECHNOLOGY MEAD LIBRARY POLICE DEPARTMENT UPTOWN SOCIAL WASTEWATER ENGINEERING DPW - MSB	MOTOR VEHICLE MSB ADMIN STREETS & SANITATION      PARK DEPARTMENT	\$36.21	\$37.21	\$38.22	\$39.22	\$40.23	\$40.73	\$41.24	\$41.74	\$42.24	\$42.74	\$43.25	\$43.75	\$44.25	\$44.76	\$45.26	\$45.76	\$46.26
14	Building Inspector Electrical Inspector Plumbing Inspector TV Program Director Management Analyst Community Development Planner Journeyman Electrician	BUILDING INSPECTION BUILDING INSPECTION BUILDING INSPECTION CABLE TV - WSCS CITY ADMINISTRATOR CITY DEVELOPMENT DPW - MSB	   CABLE TV-LOCAL PROGRAMMING   FACILITIES & TRAFFIC	\$33.66	\$34.60	\$35.53	\$36.47	\$37.40	\$37.87	\$38.34	\$38.80	\$39.27	\$39.74	\$40.21	\$40.67	\$41.14	\$41.61	\$42.08	\$42.54	\$43.01



14	Asst Eng/Surveyor Senior Engineering Technician Office Manager Crime Analyst Operations Supervisor Wastewater Electrician	ENGINEERING ENGINEERING POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT WASTEWATER	TRANSIT	\$33.66	\$34.60	\$35.53	\$36.47	\$37.40	\$37.87	\$38.34	\$38.80	\$39.27	\$39.74	\$40.21	\$40.67	\$41.14	\$41.61	\$42.08	\$42.54	\$43.01
13	Financial Reporting Analyst Human Resources Generalist IT Specialist Lab Technician II	FINANCE HUMAN RESOURCES MEAD LIBRARY WASTEWATER		\$31.28	\$32.14	\$33.01	\$33.88	\$34.75	\$35.18	\$35.62	\$36.05	\$36.49	\$36.92	\$37.36	\$37.79	\$38.23	\$38.66	\$39.09	\$39.53	\$39.96
12	Master Mechanic Maintenance Technician Engineering Technician Grant Coordinator Senior Payroll Specialist Librarian Public Safety Specialist Lab Technician Technical Support Analyst	DPW - MSB DPW - MSB DPW - MSB FINANCE FINANCE MEAD LIBRARY MEAD LIBRARY WASTEWATER INFORMATION TECHNOLOGY	MOTOR VEHICLE FACILITIES & TRAFFIC STREETS & SANITATION	\$29.06	\$29.87	\$30.68	\$31.48	\$32.29	\$32.69	\$33.10	\$33.50	\$33.90	\$34.31	\$34.71	\$35.12	\$35.52	\$35.92	\$36.33	\$36.73	\$37.13
11	Legal Assistant Grant Coordinator Foreman - Sign Shop Mechanic Foreman - Streets Foreman - Sewer Foreman - Parks Accounts Payable Associate Accounts Receivable Associate Accounting Associate Communications Specialist & Admin Assistant Communications Specialist Maintenance Coordinator Mechanic Safety & Training Coordinator Plant Maintenance Mechanic Wastewater Operator Admin Coordinator	ATTORNEY CITY DEVELOPMENT DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB FINANCE FINANCE FINANCE MAYOR MEAD LIBRARY MEAD LIBRARY POLICE DEPARTMENT SHEBOYGAN TRANSIT WASTEWATER WASTEWATER FIRE DEPARTMENT	CITY ATTORNEY  FACILITIES & TRAFFIC MOTOR VEHICLE STREETS & SANITATION STREETS & SANITATION PARK DEPARTMENT      TRANSIT	\$27.01	\$27.76	\$28.51	\$29.26	\$30.01	\$30.39	\$30.76	\$31.14	\$31.51	\$31.89	\$32.26	\$32.64	\$33.01	\$33.39	\$33.76	\$34.14	\$34.51
10	Building Inspection Specialist Deputy City Clerk Arborist Equipment Operator Heavy Equipment Operator Equipment Operator Heavy Equipment Operator Municipal Court Clerk Digital Evidence Manager Property Officer	BUILDING INSPECTION CLERK DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB MUNICIPAL COURT POLICE DEPARTMENT POLICE DEPARTMENT	CITY CLERK PARK DEPARTMENT PARK DEPARTMENT PARK DEPARTMENT STREETS & SANITATION STREETS & SANITATION	\$25.12	\$25.82	\$26.51	\$27.21	\$27.91	\$28.26	\$28.61	\$28.96	\$29.31	\$29.65	\$30.00	\$30.35	\$30.70	\$31.05	\$31.40	\$31.75	\$32.10
9	Program Assistant Cemetery Worker Maintenance Worker Equipment Operator Service Mechanic Parks Maintenance Worker Maintenance Worker Lead Maintenance Worker Communications Coordinator Program And Wellness Coordinator	BUILDING INSPECTION DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB DPW - MSB PARKING SENIOR CENTER SENIOR CENTER	CEMETERY FACILITIES & TRAFFIC STREETS & SANITATION MOTOR VEHICLE PARK DEPARTMENT STREETS & SANITATION PARKING UTILITY SENIOR ACTIVITY CENTER SENIOR ACTIVITY CENTER	\$23.36	\$24.01	\$24.66	\$25.31	\$25.96	\$26.28	\$26.61	\$26.93	\$27.26	\$27.58	\$27.91	\$28.23	\$28.56	\$28.88	\$29.21	\$29.53	\$29.85



9	Admin Coordinator Admin Coordinator Dept. Secretary-Admin Dept. Secretary-CID Time Agency Coordinator	DPW - MSB SHEBOYGAN TRANSIT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	MSB ADMIN TRANSIT	\$23.36	\$24.01	\$24.66	\$25.31	\$25.96	\$26.28	\$26.61	\$26.93	\$27.26	\$27.58	\$27.91	\$28.23	\$28.56	\$28.88	\$29.21	\$29.53	\$29.85
8	Permit Clerk Council and License Clerk Elections Clerk PT Human Resources Administrative Assistant Admin Assistant Community Service Officer Court Services Secretary Court Services Specialist Disability/ADA Coordinator Transit Coordinator Building Inspection Licensing Clerk	BUILDING INSPECTION CLERK CLERK HUMAN RESOURCES MEAD LIBRARY POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT SHEBOYGAN TRANSIT SHEBOYGAN TRANSIT BUILDING INSPECTION	CITY CLERK CITY CLERK       TRANSIT TRANSIT	\$21.73	\$22.33	\$22.93	\$23.54	\$24.14	\$24.44	\$24.74	\$25.05	\$25.35	\$25.65	\$25.95	\$26.25	\$26.55	\$26.86	\$27.16	\$27.46	\$27.76
7	TV Production Technician Custodian II Clerk II Admin Assistant PT Cataloger Library Assistant Maintenance Technician PT Library Assistant Assistant Municipal Court Clerk Maintenance and Grounds Worker Records Clerk PT Records Specialist Clerk	CABLE TV - WSCS DPW - MSB DPW - MSB FIRE DEPARTMENT MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MEAD LIBRARY MUNICIPAL COURT PARKING POLICE DEPARTMENT POLICE DEPARTMENT	CABLE TV-LOCAL PROGRAMMING FACILITIES & TRAFFIC MSB ADMIN       PARKING UTILITY	\$20.20	\$20.76	\$21.32	\$21.88	\$22.44	\$22.72	\$23.00	\$23.28	\$23.56	\$23.84	\$24.12	\$24.40	\$24.68	\$24.96	\$25.25	\$25.53	\$25.81
6	Code Enforcement Officer Custodian I Transit Coordinator III	BUILDING INSPECTION DPW - MSB SHEBOYGAN TRANSIT	FACILITIES & TRAFFIC TRANSIT	\$18.77	\$19.29	\$19.81	\$20.33	\$20.85	\$21.11	\$21.37	\$21.63	\$21.89	\$22.15	\$22.41	\$22.67	\$22.94	\$23.20	\$23.46	\$23.72	\$23.98
5				\$17.45	\$17.94	\$18.42	\$18.91	\$19.39	\$19.63	\$19.87	\$20.12	\$20.36	\$20.60	\$20.84	\$21.09	\$21.33	\$21.57	\$21.81	\$22.06	\$22.30
4				\$16.22	\$16.67	\$17.12	\$17.57	\$18.02	\$18.25	\$18.47	\$18.70	\$18.92	\$19.15	\$19.37	\$19.60	\$19.82	\$20.05	\$20.27	\$20.50	\$20.72
3	Seasonal DPW	DPW - MSB		\$15.08	\$15.49	\$15.91	\$16.33	\$16.75	\$16.96	\$17.17	\$17.38	\$17.59	\$17.80	\$18.01	\$18.22	\$18.43	\$18.63	\$18.84	\$19.05	\$19.26
2	Cleaner Crossing Guard	MEAD LIBRARY POLICE DEPARTMENT		\$14.01	\$14.40	\$14.79	\$15.18	\$15.57	\$15.76	\$15.96	\$16.15	\$16.35	\$16.54	\$16.74	\$16.93	\$17.13	\$17.32	\$17.52	\$17.71	\$17.91
1	Page	MEAD LIBRARY		\$12.96	\$13.32	\$13.68	\$14.04	\$14.40	\$14.58	\$14.76	\$14.94	\$15.12	\$15.30	\$15.48	\$15.66	\$15.84	\$16.02	\$16.20	\$16.38	\$16.56

*I*

Gen. Ord. No. 15 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
December 19, 2022.

AN ORDINANCE amending Section 2-112(b) of the Municipal Code so as to change the date of the nineteenth regular meeting of the common council in January 2023 from the first Tuesday to the first Wednesday of the month.

WHEREAS, by virtue of Section 2-112(b) of the Municipal Code, "if any of the days designated as regular meetings shall be a legal holiday, or an officially designated city government holiday, the regular meeting shall be held on the following Tuesday, at 6:00 p.m."; and

WHEREAS, it is desirable to accommodate alderpersons and staff returning from holiday vacations.

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

Section 1. Section 2-112(b) of the Sheboygan Municipal Code is hereby amended so as to provide that the regular meeting of the Common Council scheduled for Tuesday, January 3, 2023, shall instead be scheduled for Wednesday, January 4, 2023 at 6:00 p.m.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*Suspend Rules  
Adopt Ord.*

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

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor