



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE MEETING**

Tuesday, April 26, 2022

6:00 PM

Zoom Meeting

<https://us02web.zoom.us/j/82934879031>

The Committee of the Whole has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 829 3487 9031
- Following this direct link to the meeting: <https://us02web.zoom.us/j/82934879031>
- Find your local number: <https://us02web.zoom.us/j/82934879031>

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

April 12, 2022 Committee of the Whole Meeting Minutes

UTILITIES & FINANCE

Approval of April 27, 2022 Water Utility claims in the amount of \$9,450.75, Sewer Utility claims in the amount of \$3,823.66 and General City claims in the amount of \$1,132,532.08.

LICENSES & PERMITS

Operator (Bartender) license applications for the licensing period ending June 30, 2024 per the list as presented.

Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family wedding on May 14, 2022 until 11PM.

Loudspeaker Variance for Rodd Szmania of 3045 S. Johnson Road for a family birthday party on June 4, 2022 until 11PM.

Rubbish License for Veit Disposal Services., located at 14000 Veit Place, Minneapolis, MN 55374.

MISCELLANEOUS

Update by Fire Chief Mark Polzin

Requested Action Statement for the approval of a lease agreement with Brueggemann Farms to farm 20 acres of City owned land for the 2022 and 2023 growing seasons for the property located approximately at 5851 S. Sunny Slope Road.

Requested Action Statement for approval of two closed-end Lease Agreements, including Exhibits, with Wisconsin Harley Davidson for the leasing of two new 2022 Harley Davidson motorcycles for the Police Department.

Election of Alderperson to serve on the Plan Commission - Per Section 275.15(B)1- One alderperson shall be elected by 2/3 vote of the Common Council.

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE - MINUTES
Tuesday, April 12, 2022**

REGULAR MEETING

Zoom Meeting

6:00 PM

Please note: Minutes are unofficial until approved by the Common Council at the next regularly scheduled meeting.

This Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID # 868 6172 2444: to join.

All votes were taken via a voice roll call vote.

CALL MEETING TO ORDER

Mayor Dave Ament called the Committee of the Whole meeting to order at 6:02PM.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Mayor Ament, Alderpersons Hopkins, Garrigues, Maxey, Harenda, Stribl, Horbinski and Doyle.

Also Present: City Attorney Mark Blum and City Clerk Georgia Stanford.

APPROVAL OF MINUTES

ITEM: March 29, 2022 Committee of the Whole Meeting Minutes

MOTION: March 29, 2022 Committee of the Whole Meeting Minutes

VOTE: Motion by: Alderman Horbinski
Second by: Alderman Hopkins
Motion Passed 7-0.

ITEM: March 8, 2022 Committee of the Whole Minutes

MOTION: Motion to approve the March 8, 2022 Committee of the Whole Meeting Minutes

VOTE: Motion by: Alderman Stribl
Second by: Alderman Maxey
Motion Passed 7-0.

UTILITIES & FINANCE

ITEM: Approval of April 13, 2022 Water Utility claims in the amount of \$176,364.73, Sewer Utility claims in the amount of \$909,923.47 and General City claims in the amount of \$868,562.62. Tax overpayment checks totaling \$94,712.37 & \$6,378.77 were also generated.
US Bank VISA EFT of \$21,015.78.
WE Energies EFT of \$73,284.26

MOTION: Motion to approve the April 13, 2022 Water Utility claims as presented

VOTE: Motion by: Alderwoman Doyle
Second by: Alderman Harenda
Motion Passed 7-0.

LICENSES & PERMITS

ITEM: Operator (Bartender) license applications for the licensing period ending June 30, 2023 per the list as presented.

MOTION: Motion to approve the Operator (Bartender) license applications for the licensing period ending June 30, 2023 per the list as presented.

VOTE: Motion by: Alderman Horbinski
Second by: Alderman Hopkins
Motion Passed 7-0.

MISCELLANEOUS

ITEM: Requested Action Statement for approval of public bids for the New Berlin Activity and Recreation Center

MOTION: Motion to approve the public bids for the New Berlin Activity and Recreation Center

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Stribl
Motion Passed 7-0.

ITEM: Discussion and possible action regarding Opening a Special Administration Action in Waukesha County Circuit Court relative to the Estate of Chris Glynn (D/O/D: 9/25/21) in order that the City may pursue various property maintenance issues that exist on the property located at 15901 Santa Rosa.

MOTION: Motion to Table this item

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Maxey
Motion Passed 7-0.

ITEM: Recommend Council approval of contractual documents between the City of New Berlin and Adorama Camera, Inc. to purchase two Autel Evo II drone bundles with accessories. The purchase would include two 36 month extended warranties to cover maintenance and protection of two Autel Evo II drones.

MOTION: Motion to approve contractual documents between the City of New Berlin and Adorama Camera, Inc. to purchase two Autel Evo II drone bundles with accessories. The purchase would include two 36 month extended warranties to cover maintenance and protection of two Autel Evo II drones.

VOTE: Motion by: Alderman Hopkins
Second by: Alderman Stribl
Motion Passed 7-0.

ITEM: Recommend to Common Council a public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to amend the City's Comprehensive Plan Chapt. 19 and Chapt. 10 for Tax Key #: 1268-993 from Single Family Residential to Institutional.

MOTION: Motion to set a public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to amend the City's Comprehensive Plan Chapt. 19 and Chapt. 10 for Tax Key #: 1268-993 from Single Family Residential to Institutional.

VOTE: Motion by: Alderman Stribl
Second by: Alderman Harenda
Motion Passed 7-0.

ITEM: Recommend to the Common Council that a joint public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to rezone approximately 3.5278 acres of the southeast portion of the property located at Tax Key #: 1268-993 from R-1/R-2 to I-1/PUD.

MOTION: Motion to set a public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to rezone approximately 3.5278 acres of the southeast portion of the property located at Tax Key #: 1268-993 from R-1/R-2 to I-1/PUD.

VOTE: Motion by: Alderman Stribl
Second by: Alderwoman Doyle
Motion Passed 7-0.

ITEM: Recommend that the Common Council approve Resolution 22-5, A Resolution amending the 2022 capital projects budget in the amount of \$75,000 for the repair of the Carriage Barn foundation

MOTION: Motion to approve Resolution 22-5, A Resolution amending the 2022 capital projects budget in the amount of \$75,000 for the repair of the Carriage Barn foundation

VOTE: Motion by: Alderwoman Doyle
Second by: Alderman Harenda
Motion Passed 7-0.

ITEM: Discussion and possible action to approve Resolution 22-6, a Resolution to declare an emergency eliminating the necessity of public bidding for the performance of repairs on the foundation of The Carriage Barn and to proceed with the execution of a contract with Beeler Construction, Inc. to perform said repairs.

MOTION: Motion to approve Resolution 22-6, a Resolution to declare an emergency eliminating the necessity of public bidding for the performance of repairs on the foundation of The Carriage Barn and to proceed with the execution of a contract with Beeler Construction, Inc. to perform said repairs, pending final approval from the City Attorney.

VOTE: Motion by: Alderman Harenda
Second by: Alderman Garrigues
Motion Passed 7-0.

ADJOURN

MOTION: To adjourn at 6:20PM

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Stribl
Motion Passed 7-0.

*Respectfully Submitted,
Georgia Stanford, City Clerk*



NEW OPERATOR (BARTENDER) LICENSE APPLICANTS

Council Meeting Date: April 26, 2022

The below individuals hereby make application to the Common Council of the City of New Berlin for an Operator's (Bartender) License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and City of New Berlin Ordinances for the period ending June 30, 2024.

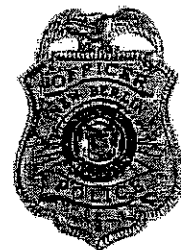
Page: 1

Applicant's Name		Invited	Place of Employment as Operator	Applying for License
1.	Zackary Bohte		Marcus Ridge Cinema	Operator's 2 Year
2.	Stephanie Culver		Marcus Ridge Cinema	Operator's 2 Year
3.	Nancy L. Jacobs		Pick n Save	Operator's 2 Year
4.	Kent A. Kalb		Marcus Ridge Cinema	Operator's 2 Year
5.	Akosua Pramang		Pick n Save	Operator's 2 Year
6.	John Stachowiak		Pick n Save	Operator's 2 Year
7.	Jena Zastrow		Pick n Save	Operator's 2 Year



City of New Berlin

Loudspeaker Permit Application



Submit this application to the New Berlin Police Department, 16300 W. National Ave., New Berlin, WI 53151, not less than 14 days prior to the event. If you have any questions, call the New Berlin Police Department at (262)782-6640.

Background Information:

Organization/Individual Name: Redd Szmania

Address: 16301 W. Vogel Dr.

Applicant representing this event:

Name: Redd Szmania

Work Phone: () _____

Address: 16301 W. Vogel Dr.

Home Phone: () _____

Date of _____

Cell Phone: _____

Event Information:

Name of Event: Mike + Penire Wedding

Address of Event: 3645 S. Johnson Rd.

Dates of Event (no more than 3 days in a row): May 14

Estimated Number of Participants: 60

Hours of Loudspeaker Operation:

Start: 1200 a.m./p.m.

Finish (no later than 10p.m.): 11:00 a.m./p.m.

* All city parks with the exception of Malone Park close at dusk*

Number of Loudspeakers to be used: _____

Please check the type of sound to be emitted:

☐ Speech ☐ Recorded Music ☒ Live Music ☐ Other _____

Applicant's Statement of Agreement:

I hereby affirm that the above information is true and correct in describing the intent of this application. I, Redd Szmania, the undersigned, agree to use the loudspeaker in a careful and prudent manner so as not to cause complaints from neighbors and I agree to lower or terminate the amplification levels when requested by neighbors or police.

Applicant Signature: Redd Szmania

FOR OFFICE USE ONLY

☐ Approved ☐ Not Approved. Reason for denial: _____

Issued by: _____



City of New Berlin

Loudspeaker Permit Application



Submit this application to the New Berlin Police Department, 16300 W. National Ave., New Berlin, WI 53151, not less than 14 days prior to the event. If you have any questions, call the New Berlin Police Department at (262)782-6640.

Background Information:

Organization/Individual Name: Red Szmania

Address: 16301 W. Vogel Dr.

Applicant representing this event:

Name: Red Szmania

Work Phone: () _____

Address: 16301 W. Vogel Dr.

Home Phone: () _____

Date of Birth: _____

Cell Phone: _____

Event Information:

Name of Event: 8th Day Party

Address of Event: 3045 S. Johnson Road

Dates of Event (no more than 3 days in a row): June 4

Estimated Number of Participants: 40

Hours of Loudspeaker Operation:

Start: 12 a.m./p.m.

Finish (no later than 10p.m.): 11 a.m./p.m.

* All city parks with the exception of Malone Park close at dusk*

Number of Loudspeakers to be used: _____

Please check the type of sound to be emitted:

☐ Speech ☐ Recorded Music ☒ Live Music ☐ Other _____

Applicant's Statement of Agreement:

I hereby affirm that the above information is true and correct in describing the intent of this application. I, Red Szmania, the undersigned, agree to use the loudspeaker in a careful and prudent manner so as not to cause complaints from neighbors and I agree to lower or terminate the amplification levels when requested by neighbors or police.

Applicant Signature: Red Szmania

FOR OFFICE USE ONLY	
☐ Approved	☐ Not Approved. Reason for denial: _____
Issued by: _____	

New Berlin Fire Department



Mission

Our mission is to provide exceptional services while committed to building a safer community.

Vision

The New Berlin Fire will continuously strive to be a caring, understanding, people first organization committed to excellence in all we do.

New Berlin Fire Department



Values

Integrity – we commit to honest, trustworthy, and ethical behavior.

Professional Excellence – we support continuous training and education, mentorship, and professional development to ensure exceptional service to our community.

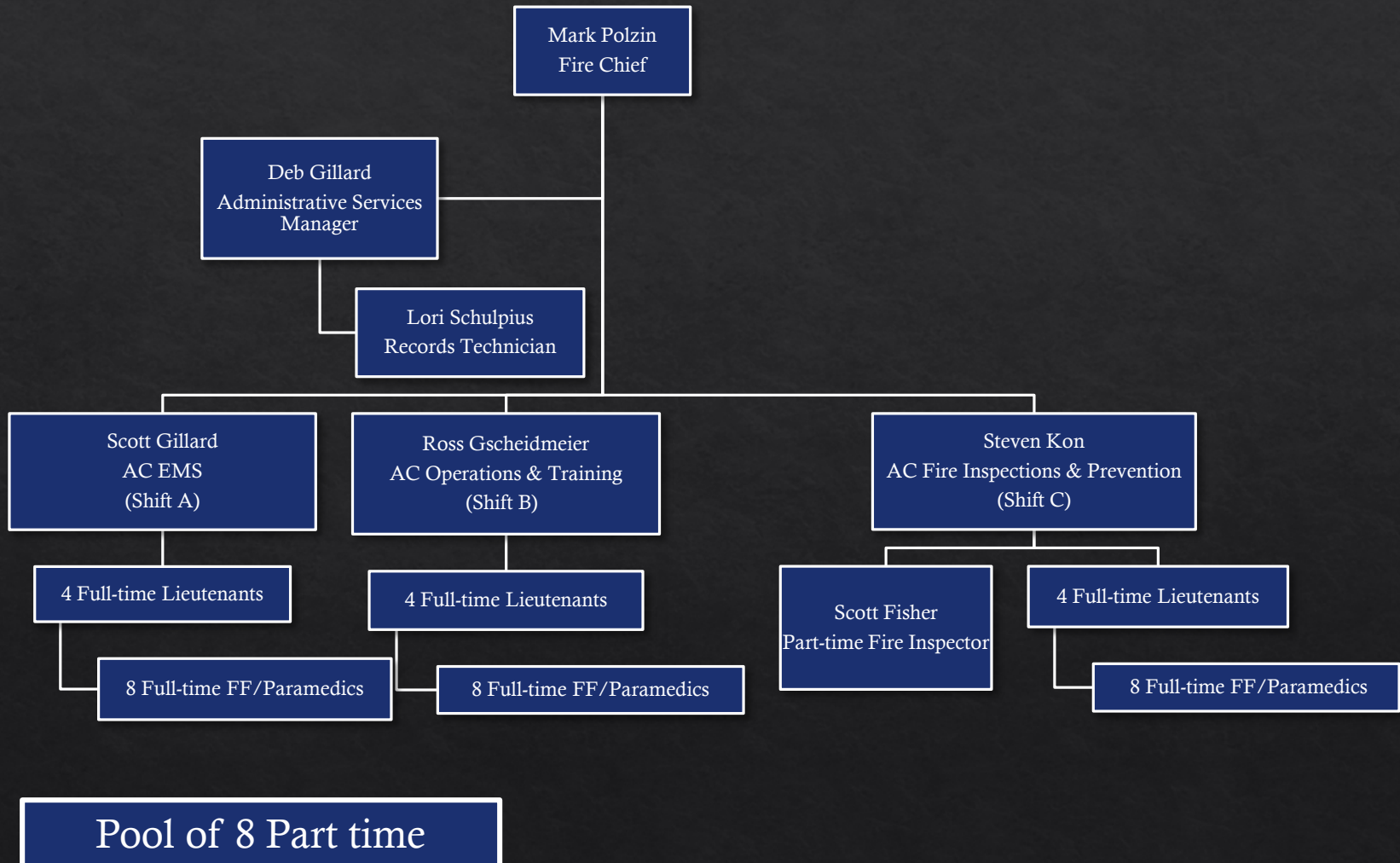
Teamwork and Shared Leadership – we seek to encourage and empower our members with opportunities to enhance your fire department.

Community Engagement – we understand our responsibility in building a safer community by deepening our involvement in the community we serve.

Diversity and Inclusion – we dedicate ourselves to reflecting and embracing diversity within our department and throughout our community.

Health, Safety, and Wellness – we pledge to provide an environment which supports the health, safety, and well-being of our members.

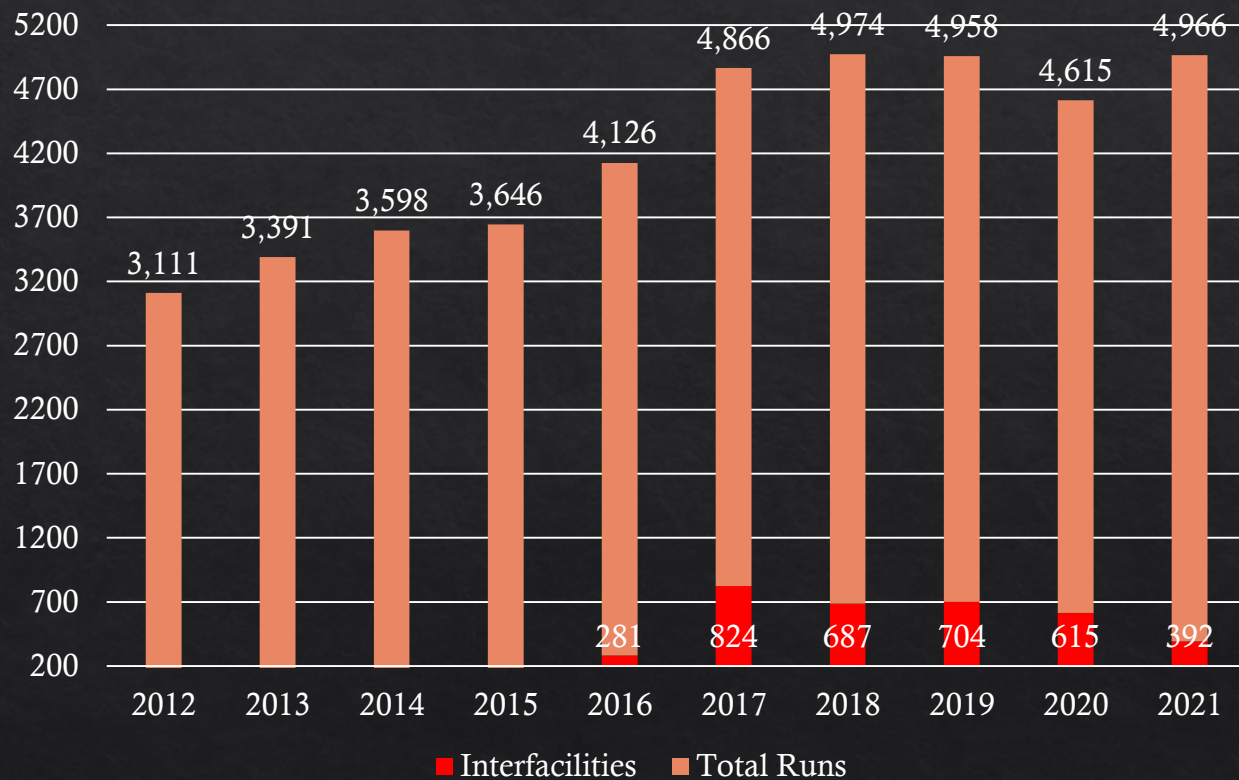
New Berlin Fire Department Organizational Chart



Operational Overview

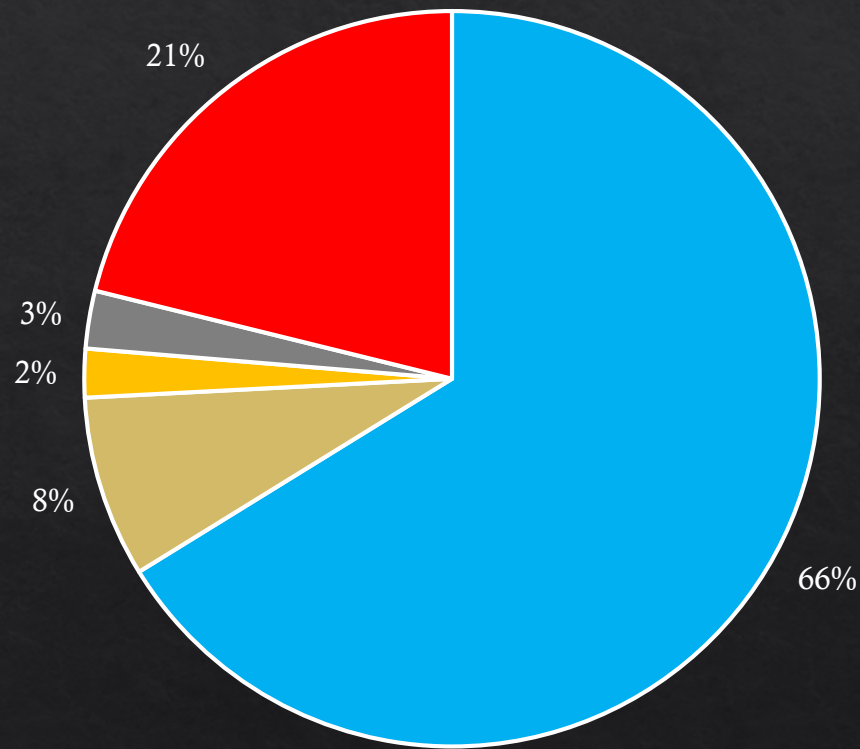
- ❑ Four Fire Stations – All Hazards Department
- ❑ Auto Aid Agreements
 - City and Town of Brookfield
 - Village of Vernon
- ❑ Mutual Aid Agreements
- ❑ Health Care Facilities & Community Based Residential Facilities
 - Inter-Facility – Moorland Reserve
 - Lift Assist – Regency

New Berlin 10 Year Run Trend



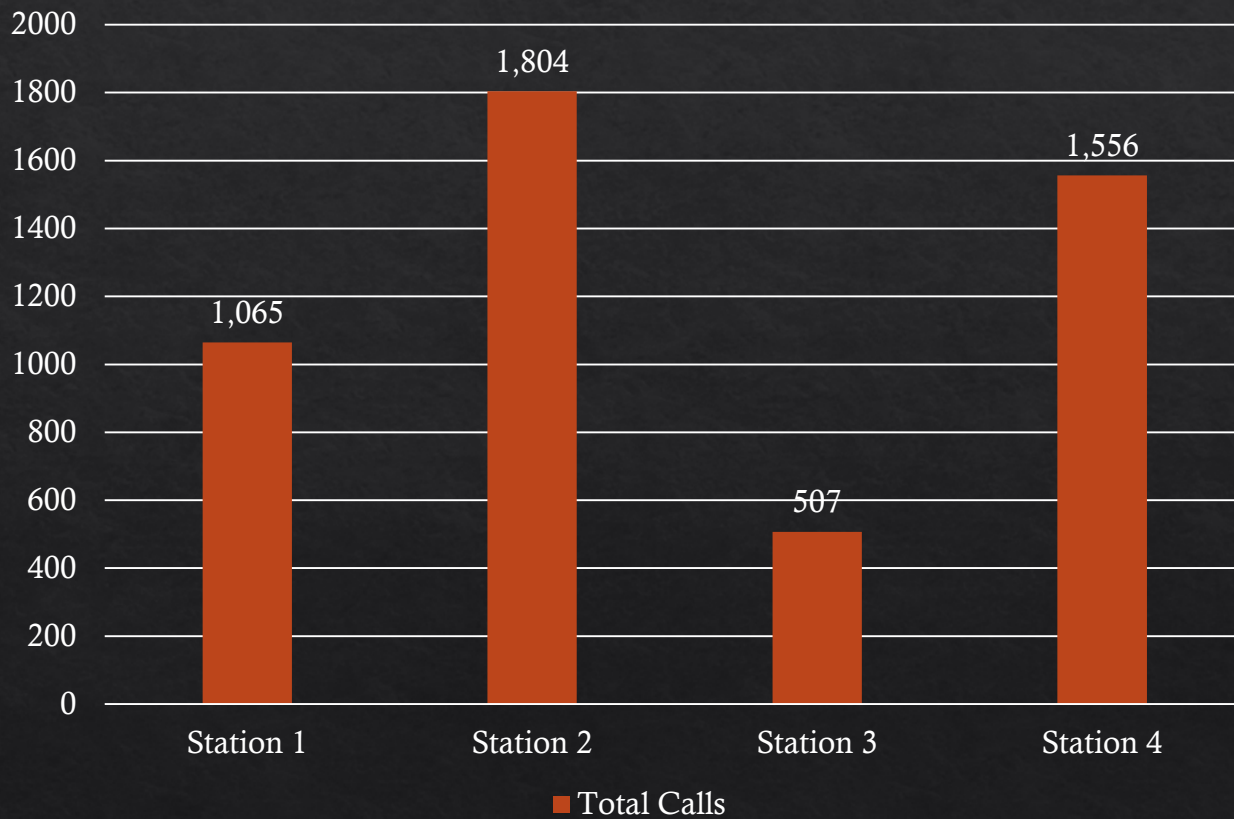
As of 4/1/22 there is a 6.4% increase in calls over last year at same time

2021 Runs by Type

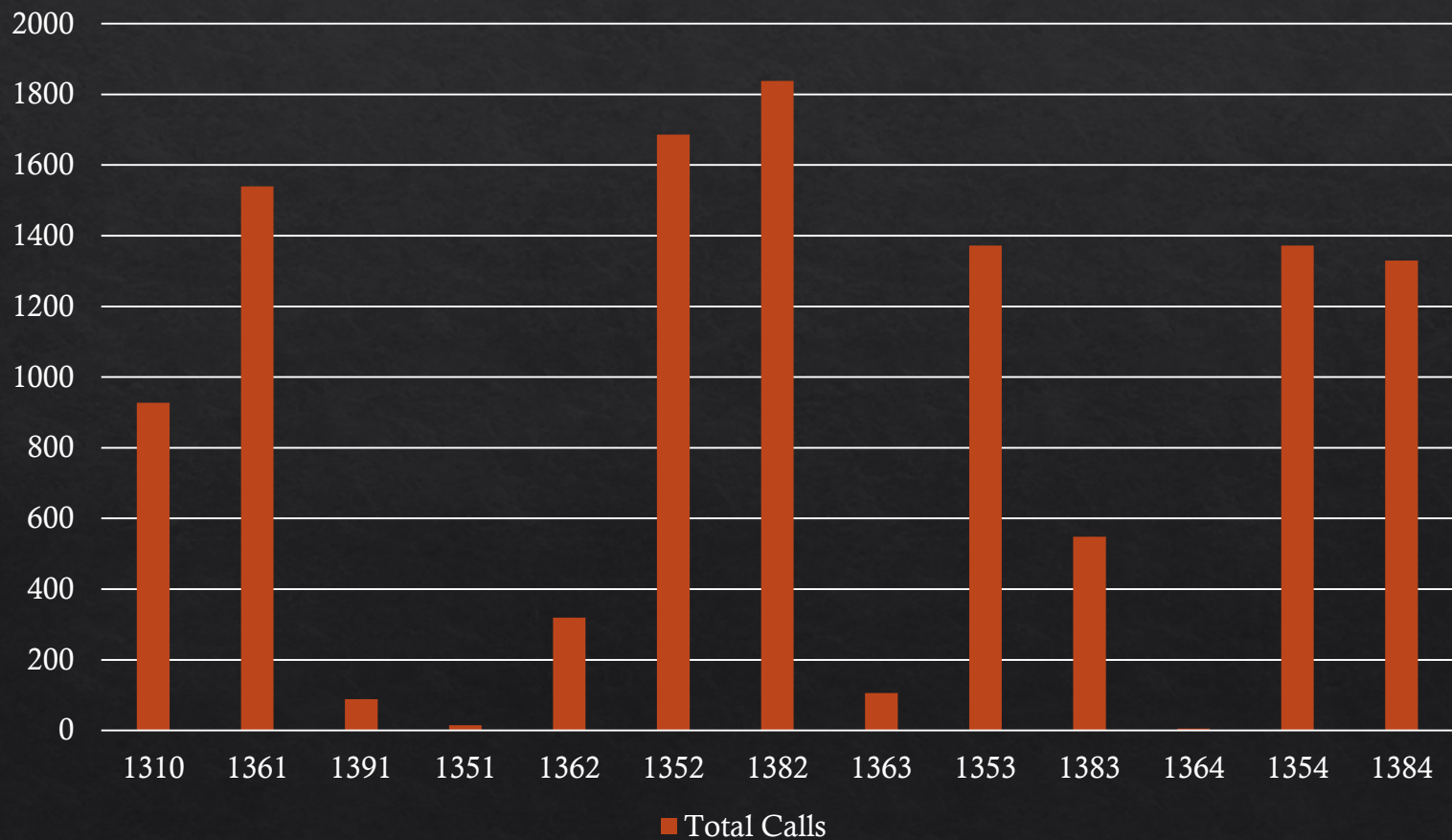


■ EMS ■ Interfacility ■ Fire ■ Motor Vehicle Accident ■ Other

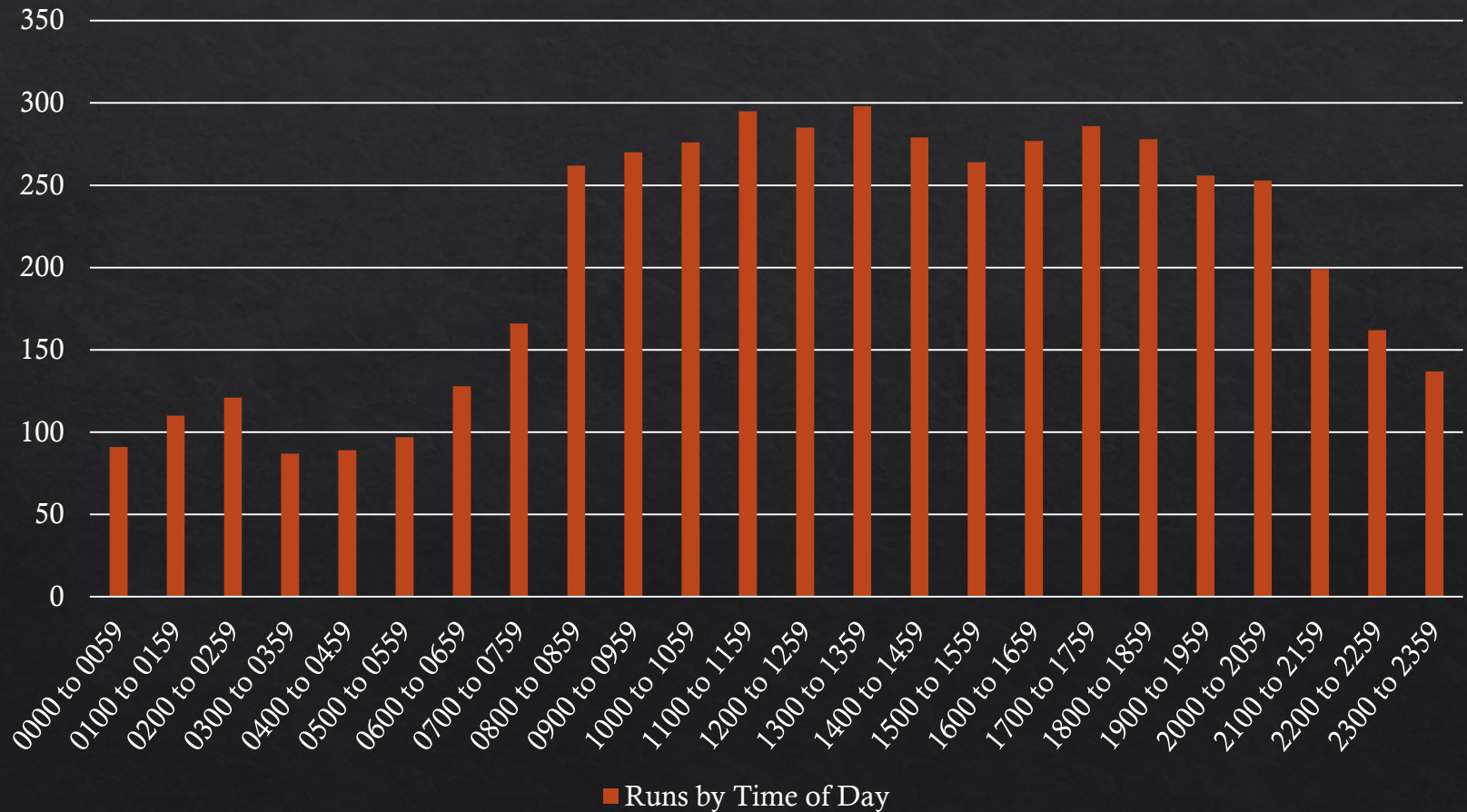
2021 Runs by Station



2021 Runs by Unit



2021 Runs by Time of Day



Insurance Services Office (ISO) Rating 3/10



ISO collects and evaluates information from communities on their structure fire suppression capabilities. A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. ISO evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association.

Fire Suppression Rating Schedule

- ❑ **Emergency Communications** 10/10
- ❑ **Fire Department** 29.73/50
 - Ladder Service 0.97/4
 - Deployment Analysis 4.26/10
 - Company Personnel 6.53/15
 - Training 6.76/9
- ❑ **Water Supply** 36.16/40

2021 Accomplishments

- ❑ Equipment replacement – Self-contained breathing apparatus (SCBA's), cardiac monitors, portable radios, battery operated extrication tools
- ❑ Continuous application process for hiring
- ❑ Individual Professional Development Plans/Succession Planning
- ❑ Build and strengthen relationships with other agencies and departments;
 - Regency/City of Brookfield Fire Department/Information Technology
- ❑ Enhance teamwork and collaborative leadership through committees

Committees

- ❑ Apparatus, Equipment and Personal Protective Equipment
- ❑ Communications
- ❑ Grants
- ❑ Inspection
- ❑ Paramedic
- ❑ Public Relations
- ❑ Risk Management
- ❑ Standard Operating Policy/Procedure and Strategic Planning
- ❑ Training

2022 NBFD Goals

- ❑ Work with and assist local high schools with the fire service dual enrollment program
- ❑ Expand education and training opportunities for all department members
- ❑ Create an internal Peer Support Team
- ❑ Expand our ability to conduct fire investigations
- ❑ Develop a fair and consistent promotional process
- ❑ Look for external funding sources for equipment
- ❑ Increase our community involvement outside of emergency responses
- ❑ Establish department policies and procedures
- ❑ Conduct a department SWOT analysis
- ❑ Utilize data to assist in decision making processes
- ❑ Construct a department Standard of Cover document and Strategic Plan

Questions, comments, concerns?





REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm city-owned land located at approximately 5851 S. Sunnyslope Road.

DATE: April 20, 2022

REQUESTED ACTION: Requested Action Statement for the “renewal” of a lease agreement with Brueggemann Farms to farm 20 acres of city-owned land for the 2022 and 2023 growing seasons for the property located approximately at 5851 S. Sunnyslope Road (Tax Key #: 1289.997.001).

FISCAL IMPACT: The price per acre lease rate is \$100. Therefore, the total annual seasonal rental from this agreement is \$2,000 for the 20 acres.

SOURCE OF FUNDS: Not applicable

RATIONALE / BACKGROUND:

Back in 2020, the City was approached by Mr. Glenn Brueggemann of Brueggemann Farms with a request to lease and farm the 20 acres of land owned by the City of New Berlin in Section 35 that had been acquired from the Loomis Family Farm Trust for the City’s future park complex. These 20 acres purchased by the City were then combined into a parcel the City had already purchased and then created a 39.14 acre parcel (Lot # 1) with an address of 5851 S. Sunny Slope (Tax Key #: 1289.997.001).

Mr. Brueggemann did farm these 20 acres in 2020 and 2021 under a previously approved lease agreement. The approval for this evening is a renewal of this lease agreement with the same terms and conditions as before. This agreement has been reviewed by the City Attorney. The

farming activity would continue to only take place on the western-most, 20 acre portion of these lands. The CSM is attached and the area to be farmed is labeled "Future Park Complex" and is oriented north-south on Lot # 1.

Ultimately, these lands are planned to be part of a sports complex / park but overall construction is not anticipated to start for a few years yet. The Common Council did take action to approve the construction of a new driveway, parking lot and soccer fields in 2021 on the eastern portion of Lot # 1 in 2021 and this should not impact the farming activities identified in this RAS. These soccer fields should be open for play in 2022. If plans do materialize for the development of the balance of the sports complex staff will bring this back for the Mayor's and Common Council's consideration and possible termination of this lease depending upon construction timelines.

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of May 2022 by and between the City of New Berlin, a Wisconsin municipal corporation, hereinafter referred to as Lessor, and Glenn Brueggemann dba Brueggemann Farms hereinafter referred to as Lessee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby agrees to lease to Lessee for agricultural purposes the 20 acres of vacant land located at 5851 S. Sunnyslope Road (Tax Key #: 1289997001), New Berlin, Wisconsin. The term of this lease shall begin upon execution by both parties and shall continue for the 2022 and 2023 growing seasons. In no event shall the lease extend for longer than December 31, 2023 without the written consent of both parties.
2. Rent. Lessee covenants and agrees to pay to Lessor during the term of this lease a rental rate of \$100.00 per acre for a total seasonal rental of \$2,000 for each growing season. Said sum shall be due by December 31st following each growing season.
3. Use. Lessee represents that it will use the vacant land solely for agricultural purposes and will only apply such fertilizers, pesticides or other materials to the soil as are permitted by the State of Wisconsin Department of Natural Resources and the Environmental Protection Agency.
4. Indemnification. Lessee shall indemnify and save Lessor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, including actual attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the premises or Lessee's operations, conduct or activities on the property unless caused by the negligence or the Lessor, its agents, servants or employees.
5. Right of Entry. Lessor or Lessor's agent(s) shall have the right to enter the premises at any time.
6. Assignment and sublease. Lessee shall not alter or improve the premises without the Lessor's written consent. Lessee will, at the end of the lease term, return the premises to Lessor in good condition, the same as existed at the onset of this lease, ordinary wear and tear excepted. Lessee shall not assign this lease or sublease the premises without the Lessor's prior written consent.
7. Insurance. Lessor warrants that it carries public liability insurance. Lessee shall keep in full force and effect at its sole cost said policies of public liability insurance with limits of not less than \$2,000,000 for injury or death to any one person and

\$1,000,000 with respect to damage to property. Such policy or policies shall provide that thirty (30) days written notice shall be given to Lessor prior to cancellation or material amendment of the terms of said policy. Clauses in such policy which indicate that the insured or insurer will endeavor to notify the Lessor of such changes are unacceptable. Lessee shall furnish evidence satisfactory to Lessor at the time this lease is executed that such coverage is in full force and effect.

8. Termination. In the event that the Lessee fails to make the payments as required hereunder or if Lessee fails to abide by any of the terms of this agreement the Lessor may terminate this agreement upon 30 days written notice to the Lessee.
9. Governing Law. This lease shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. Integration. This lease represents the complete agreement of the parties as to the issues set forth herein. It may be only modified in writing signed by both parties.

Lessee:

Glenn Brueggemann dba Brueggemann Farms

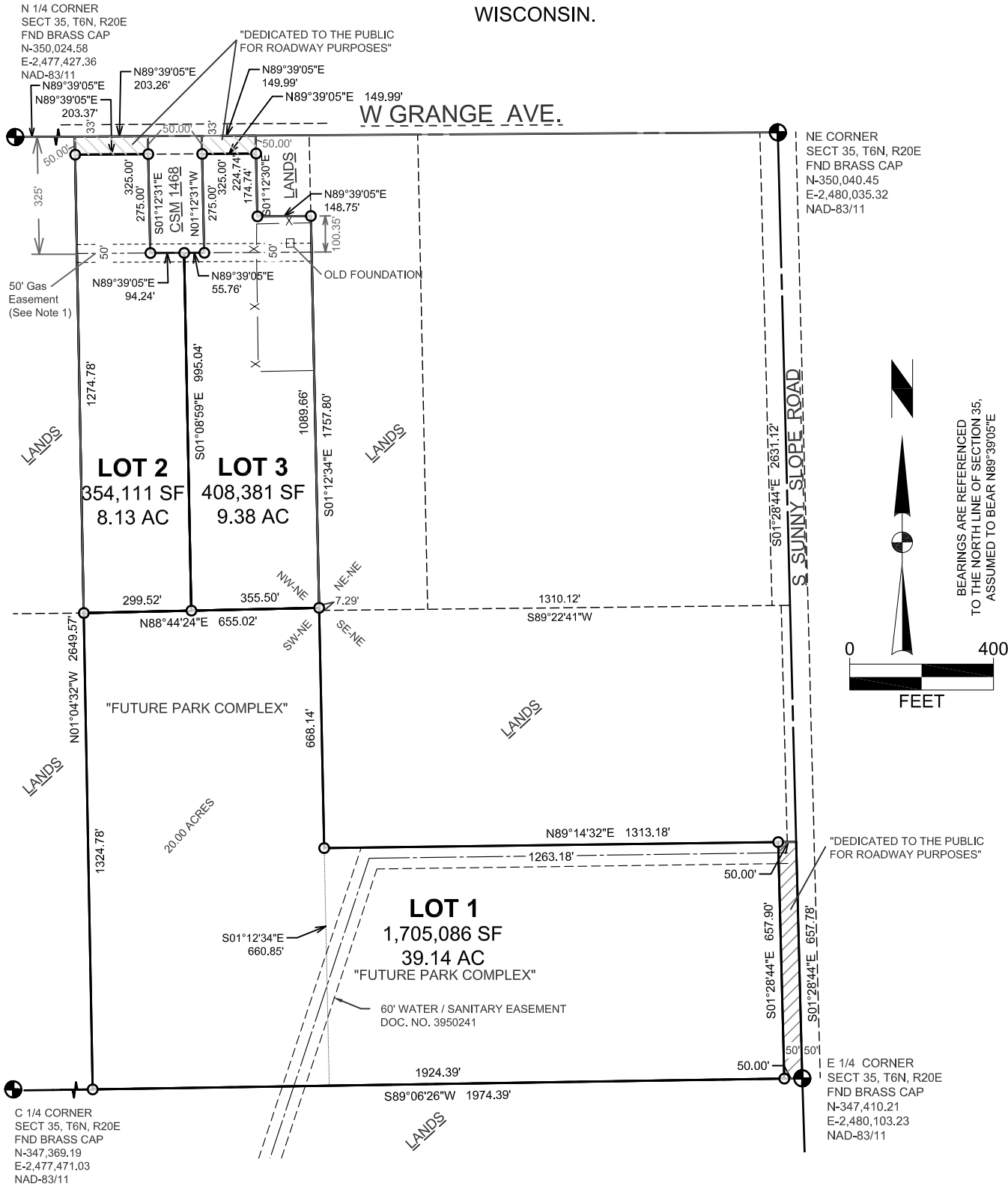
Lessor:

City of New Berlin

By: _____
David A. Ament, Mayor

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4,
SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY,
WISCONSIN.



NOTE:

- 50' Gas Easement as shown on Walter J. Connell Plat of Survey dated May 4, 1957. Surveyed for Michigan Wisconsin Pipe Line Company. No recorded document found.
- Lot 1 to be a future park complex, and that the Utility Easement shall transition to a public trail for the properties located at 14555 W. Grange Avenue (Tax #: 1289.997) and 5851 S. Sunny Slope Road (Tax Key #: 1289.993).

TOTAL PLATTED AREA = 2,518,138 SQ. FT.
(57.81 ACRES)

LEGEND

- 3/4" X 18" REBAR SET, WT 1.50 LBS / FT
- () INDICATES RECORDED AS
- x — x — CHAINLINK FENCE
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____



SNYDER
& ASSOCIATES

SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

SHEET 1 of 3

CERTIFIED SURVEY MAP No.

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and under the direction of Loomis Family Farm Trust and the City of New Berlin, owners of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

Being Part of the NW 1/4 of the NE 1/4, SW 1/4 of the NE 1/4, and part of the SE 1/4 of the NE 1/4, Section 35, Township 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the East Quarter Corner of Section 35, Town 6 North, Range 20 East;
Thence S89°06'26"W, 1974.39 feet along the East- West quarter line of said Section 35;
Thence N01°04'32"W, 2649.57 feet to the North line of the Northeast quarter of said Section 35 being the centerline of West Grange Avenue;
Thence N89°39'05"E, 203.26 feet along said North line to the Northwest corner of C.S.M. 1468;
Thence S01°12'31"E, 325.00 feet to the Southwest corner of said C.S.M.;
Thence N89°39'05"E, 150.00 feet to the Southeast corner of said C.S.M.;
Thence N01°12'31"W, 325.00 feet to the said North line of the Northeast quarter;
Thence N89°39'05"E, 149.99 feet;
Thence S01°12'30"E, 224.74 feet;
Thence N89°39'05"E, 148.75 feet to the East line of the Northwest quarter of the Northeast quarter;
Thence S01°12'34"E, 1757.80 feet along said East line;
Thence N89°14'32"E, 1313.18 feet to the East line on the Northeast quarter;
Thence S01°28'44"E, 657.78 feet to the Point of Beginning.

This description contains 2,518,138 square feet or 57.81 acres more or less.

Dated this day of , 2019.

Signed:
Eric E. Lindaas, P.L.S. No. 2919
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
608-838-0444
elindaas@snyder-associates.com

OWNERS CERTIFICATE

Loomis Family Farm Trust, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval.

Witness the hand and seal of said owner this day of , 2019.

Loomis Family Farm Trust:

AUTHORIZED REPRESENTATIVE

State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this day of , 2019, the above named , to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires:
Notary Public, State of Wisconsin

C.S.M. NO.
DOC. NO.
VOL. PAGE



SURVEYED FOR:
Loomis Family Farm Trust
9501 Blackhawk Rd.
Middleton, WI 53562

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

FN: 119.0773.30
DATE: 09-06-19
REVISIONS:
10-16-19
11-14-19

PART NW 1/4 OF THE NE 1/4, SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 OF THE NE 1/4,
SECTION 35, TOWNSHIP 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY,
WISCONSIN.

City of New Berlin, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the City of New Berlin for approval. Witness the hand and seal of said owner this ____ day of _____, 2019.

Greg Kessler, Director of Community Development
State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this _____ day of _____, 2019, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

Approved for recording by the Plan Commission , of the City of New Berlin.

By: _____ Date: _____
David Ament, Mayor

By: _____ Date: _____
Nikki Jones, Secretary

Approved for recording by the Common Council, of the City of New Berlin.

By: _____ Date: _____
David Ament, Mayor

By: _____ Date: _____
Georgia Stanford, City Clerk

Received for recording this _____ day of _____, 2019, at _____ o'clock ____m. and recorded in Volume ____
_____ of Certified Survey Maps on pages _____, as Doc. No. _____.

James Behrend, Waukesha County Register of Deeds

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____



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City Attorney Mark G. Blum

City Prosecutor Thomas G. Schmitzer

720 Clinton Street • PO Box 766 • Waukesha, Wisconsin 53187-0766 • (262) 549-8181 • Fax (262) 549-8191 • mblum@newberlin.org

E-MAIL: MGBLUM@HRBLAWFIRM.COM

April 14, 2022

Via Email (Phillips@nbpolice.org) ONLY

Sergeant Noah Phillips
New Berlin Police Department
16300 W. National Avenue
New Berlin, WI 53151

Re: RAS Regarding New Motorcycles Leases

Dear Sgt. Phillips:

Enclosed is the RAS I put together for the motorcycle leases. As you can see, the Leases themselves, as well the Exhibits and the Addendum we put together are also attached. All of this should go the City Clerk's Office for inclusion on the April 26th Agenda. I have copied Rubina Medina with this information for her reference.

Please let me know if you have any questions or if any modifications are necessary to the document.

Sincerely,

Mark G. Blum

MGB/jb
Enc.

Cc: Ms. Rubina Medina

REQUESTED ACTION STATEMENT

To: New Berlin Common Council

From: Sgt. Noah Phillips

Date: April 14, 2022

Requested Action:

The approval of two closed-end Lease Agreements, including Exhibits, with Wisconsin Harley Davidson for the leasing of two new 2022 Harley Davidson motorcycles for the Police Department.

Financial fiscal impact:

Each lease will be 36 months in duration and the monthly payment on each is \$284.99 for a total lease payment of \$10,259.64 for each motorcycle. This is a closed-end lease without a purchase option at the conclusion of it. -

Rationale:

The City has had motorcycles in its police fleet over the years and the most recent motorcycles were turned in at the conclusion of their existing leases, which ended in 2021. The cost of the two new leases, as well as the cost to outfit the motorcycles with necessary police equipment, was included in the Department's 2022 Budget Request as approved by the Council. The one exception is the cost of siren equipment, including the amplifier and speaker, as they do not transition from the old motorcycles. The cost of these additional items is \$1,858.91.

Respectfully Submitted,

Sgt. Noah Phillips

NP/jb
Enc.

**CLOSED-END LEASE**
(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
3276	Wisconsin Harley-Davidson	1280 Blue Ribbon Dr., Oconomowoc, WI 53066

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 9850 Double R Blvd Suite 200 Reno, Nevada 89521	NAME City of New Berlin ADDRESS 3805 S. Casper Dr CITY New Berlin STATE WI ZIP 53151 PHONE

DESCRIPTION OF VEHICLE					
NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
New	2022	HD FLHTP	MC	1HD1FMP11NB607477	

OTHER EQUIPMENT
DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING	\$ 484.99
2. NUMBER OF MONTHLY PAYMENTS	36
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:	
a. Net trade-in allowance	\$ 0.00
b. Rebates and noncash credits	\$ 0.00
c. Amount to be paid in cash	\$ 0.00
d. Other (describe)	\$ 0.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:	
a. Capitalized Cost Reduction	\$ 0.00
b. First Monthly Payment in Advance	\$ 284.99
c. Refundable Security Deposit	\$ 0.00
d. Title Fees	\$ 0.00
e. Registration Fee	\$ 0.00
f. License Fee	\$ 0.00
g. Rental/Use Tax	\$ 0.00
h. Lease Acquisition Fee	\$ 200.00
i. Other (describe) n/a	\$ 0.00
j. Other (describe) n/a	\$ 0.00
5. MONTHLY PAYMENT	\$ 484.99
THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:	
a. Base Monthly Payment*	\$ 620.44
b. Other (describe) n/a	\$ 0.00
c. Other (describe) n/a	\$ 0.00
6. TOTAL OF PAYMENTS (The amount You will have to pay by the end of the Lease)	\$ 10,259.64
7. PAYMENT SCHEDULE	
Your First Monthly Payment of \$ 284.99 is due when You sign the Lease. Your other 35 Monthly Payments are due on the 1st day of each month, beginning (Month), (Year).	
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:	
a. GROSS CAPITALIZED COST	\$ 17,617.00
The agreed upon value of the Vehicle (\$ 17,617.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).	
b. CAPITALIZED COST REDUCTION	\$ 0.00
The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.	
c. ADJUSTED CAPITALIZED COSTS	\$ 0.00
The amount used in calculating Your Base Monthly Payment.	
d. RESIDUAL VALUE	\$ 11,250.00
The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.	
e. DEPRECIATION AND ANY AMORTIZED AMOUNTS	\$ 6,366.96
The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	
f. RENT CHARGE	\$ 3,892.68
The amount charged in addition to the depreciation and any amortized amounts.	
g. TOTAL OF BASE MONTHLY PAYMENTS	\$ 10,259.64
The depreciation and any amortized amounts plus the rent charge.	
h. LEASE PAYMENTS	36
The number of payments in Your Lease.	
i. BASE MONTHLY PAYMENT	\$ 284.99
j. n/a	\$ 0.00
k. n/a	\$ 0.00
l. TOTAL MONTHLY PAYMENT	\$ 284.99
m. LEASE TERM IN MONTHS	36
9. ITEMIZATION OF GROSS CAPITALIZED COST	
a. AGREED UPON VALUE OF THE VEHICLE	\$ 17,617.00
b. TITLE FEES	\$ 0.00
c. LICENSE & REGISTRATION FEES	\$ 0.00
d. EXTENDED WARRANTY & SERVICE CONTRACT	\$ 0.00
e. OTHER TAX	\$ 0.00
f. OTHER (describe) Approved Equipment	\$ 0.00
g. OTHER (describe) DocPrep/Setup	\$ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:	
☒ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.	
☐	

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes, Permits. (a) You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (b) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of \$20.00 plus the amount of the fine.

14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this Lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:

- use the Vehicle in violation of any law,
- use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
- use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
- remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
- alter, mark, or install equipment in the Vehicle without Lessor's written consent;
- expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. **WARRANTY AND EXCLUSION OF WARRANTY.** The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. **RISK OF LOSS.** You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. **MAINTENANCE, REPAIRS, AND OPERATING EXPENSES.** You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. **EXCESS WEAR.** "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. **FINES, LIENS, AND ENCUMBRANCES.** You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor \$20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. **SCHEDULED TERMINATION.** This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. **NONAPPROPRIATION.** You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peacefully deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. **VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE.** You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HDL upon the sale of the Vehicle at wholesale.

25. **DEFAULT.**

a. You will be in default if any of the following occurs:

- You do not make a payment when due.
- You make an assignment for the benefit of creditors.
- You do not keep in force the insurance coverage the Lease requires.
- You do not repair or maintain the Vehicle as the Lease requires.
- You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
- You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
- You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. **RETURN OF VEHICLE.** You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. **OPTION TO PURCHASE.** There is no option to purchase.

28. **ODOMETER DISCLOSURE REQUIREMENT.** Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. **REPRESENTATIONS AND COVENANTS OF LESSEE.** You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor, and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. **COVENANT TO SEEK APPROPRIATIONS.** You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. **CONDITIONS TO LESSOR'S PERFORMANCE.** This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. **SECURITY DEPOSIT.** A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. **PAYMENTS FOR VEHICLE DAMAGE.** If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. **INSPECTION.** You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. **PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.**

37. **INDEMNITY.** You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. **DELIVERY RECEIPT.** By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT _____ ON _____

LESSEE: _____

BY: _____

TITLE: _____

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ **TITLE:** _____



This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lessee" refers to this Closed-End Lease. "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
3276	Wisconsin Harley-Davidson	1280 Blue Ribbon Dr., Oconomowoc, WI 53066

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 9850 Double R Blvd Suite 200 Reno, Nevada 89521	NAME City of New Berlin ADDRESS 3805 S. Casper Dr CITY New Berlin STATE WI ZIP 53151 PHONE

DESCRIPTION OF VEHICLE					
NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
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a. Base Monthly Payment*	\$ 284.99
b. Other (describe) n/a	\$ 0.00
c. Other (describe) n/a	\$ 0.00
6. TOTAL OF PAYMENTS (The amount You will have to pay by the end of the Lease)	\$ 10,259.64
7. PAYMENT SCHEDULE Your First Monthly Payment of \$ 284.99 is due when You sign the Lease. Your other 35 Monthly Payments are due on the 1st day of each month, beginning (Month), (Year).	
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:	
a. GROSS CAPITALIZED COST	\$ 17,617.00
The agreed upon value of the Vehicle (\$ 17,617.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).	
b. CAPITALIZED COST REDUCTION	\$ 0.00
The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.	
c. ADJUSTED CAPITALIZED COSTS	\$ 0.00
The amount used in calculating Your Base Monthly Payment.	
d. RESIDUAL VALUE	\$ 11,250.00
The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.	
e. DEPRECIATION AND ANY AMORTIZED AMOUNTS	\$ 6,366.96
The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	
f. RENT CHARGE	\$ 3,892.68
The amount charged in addition to the depreciation and any amortized amounts.	
g. TOTAL OF BASE MONTHLY PAYMENTS	\$ 10,259.64
The depreciation and any amortized amounts plus the rent charge.	
h. LEASE PAYMENTS	36
The number of payments in Your Lease.	
i. BASE MONTHLY PAYMENT	\$ 284.99
n/a	\$ 0.00
k. n/a	\$ 0.00
l. TOTAL MONTHLY PAYMENT	\$ 284.99
m. LEASE TERM IN MONTHS	36
9. ITEMIZATION OF GROSS CAPITALIZED COST	
a. AGREED UPON VALUE OF THE VEHICLE	\$ 17,617.00
b. TITLE FEES	\$ 0.00
c. LICENSE & REGISTRATION FEES	\$ 0.00
d. EXTENDED WARRANTY & SERVICE CONTRACT	\$ 0.00
e. OTHER TAX	\$ 0.00
f. OTHER (describe) Approved Equipment	\$ 0.00
g. OTHER (describe) DocPrep/Setup	\$ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below.	
☒ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.	
☐	

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes, Permits (a) You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (b) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.
12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.
13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of \$20.00 plus the amount of the fine.
14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:

- use the Vehicle in violation of any law,
- use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
- use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
- remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
- alter, mark, or install equipment in the Vehicle without Lessor's written consent;
- expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. **WARRANTY AND EXCLUSION OF WARRANTY.** The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. **RISK OF LOSS.** You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. **MAINTENANCE, REPAIRS, AND OPERATING EXPENSES.** You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. **EXCESS WEAR.** "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. **FINES, LIENS, AND ENCUMBRANCES.** You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor \$20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. **SCHEDULED TERMINATION.** This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. **NONAPPROPRIATION.** You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peacefully deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. **VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE.** You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HDL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

- You do not make a payment when due.
- You make an assignment for the benefit of creditors.
- You do not keep in force the insurance coverage the Lease requires.
- You do not repair or maintain the Vehicle as the Lease requires.
- You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
- You break any of your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
- You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. **RETURN OF VEHICLE.** You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. **OPTION TO PURCHASE.** There is no option to purchase.

28. **ODOMETER DISCLOSURE REQUIREMENT.** Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. **REPRESENTATIONS AND COVENANTS OF LESSEE.** You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor, and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. **COVENANT TO SEEK APPROPRIATIONS.** You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. **CONDITIONS TO LESSOR'S PERFORMANCE.** This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. **SECURITY DEPOSIT.** A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. **PAYMENTS FOR VEHICLE DAMAGE.** If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. **INSPECTION.** You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. **PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.**

37. **INDEMNITY.** You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. **DELIVERY RECEIPT.** By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT _____ ON _____

LESSEE: _____

BY: _____

TITLE: _____

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ **TITLE:** _____

EXHIBIT A
OPINION OF LEGAL COUNSEL

NAME		
STREET ADDRESS		
CITY	STATE	ZIP

Re: Closed-End Lease dated as of _____, 20____, between Harley-Davidson Leasing, Inc. ("HDL") as Lessor, and _____, as Lessee.

Ladies and Gentlemen:

As legal counsel to _____, (the "Lessee"), I have examined (a) an executed Lease, dated as of _____, 20____, and Exhibits thereto by and between HDL (the "Lessor") and _____, (the "Lessee") which, among other things, provides for the lease of a certain Vehicle for a definite period of time with no option to purchase, and (b) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

In rendering this opinion, we have assumed without inquiry:

- a. The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee to Lessor;
- b. That the Lease has been or will be duly authorized, executed and delivered by Lessor;
- c. That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- d. That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms hereof.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State where Lessee is located, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
2. The name of the Lessee contained in the Lease is the correct legal name of the Lessee;
3. Lessee has the requisite power and authority to lease and acquire the Vehicle and to execute and deliver the Lease and to perform its obligations under the Lease;
4. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially enforceable under NV law, and (iii) general principles of equity.
5. The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
6. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Vehicle thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- a. The opinions expressed herein are limited to matters governed by the laws of the State of _____. No opinion is expressed regarding the laws of any other jurisdiction.
- b. The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

PRINT NAME
SIGNATURE

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: **HARLEY-DAVIDSON LEASING, INC.**

LESSEE: _____

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below:
(Please fill in name, address and telephone number).

NAME: _____ PHONE: (____) _____
ADDRESS: _____ FAX: (____) _____

TO ISSUE:

- a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: \$500,000.00 per person; \$500,000.00 aggregate bodily injury liability \$100,000.00 property damage liability.

—OR—

- 2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
- 3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.



EXHIBIT C
MUNICIPAL CERTIFICATION

I, _____, City Manager of _____,
certify that the Closed-End Lease dated _____, between Harley-Davidson Leasing, Inc.,
as Lessor, and _____ as Lessee, leasing the Vehicle
described in the Closed-End Lease, was executed by me on the ____ day of _____, 20____;
that I have full power and authority to execute the Lease granted to me by the _____,
and that all required procedures necessary to make the Closed-End Lease a legal and binding
obligation of the Lessee have been followed. I also do certify that payments due from the Lessee
under the Lease for the current lease term are within the current budget and within an available,
unexhausted and unencumbered appropriation of the _____.

In witness whereof, I have set my hand this _____ day of _____, 20____.

Attest

Agency Official

Title: _____

Title: _____

Lease No. _____

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement is made and entered into this ____ day of _____ 2022, by and between the City of New Berlin, hereinafter referred to as the City, and Harley-Davidson Leasing, hereinafter referred to as Harley-Davidson. The City and Harley-Davidson agree that the Lease between the parties dated _____, 2022, is hereby amended to incorporate the following additional language. To the extent that this Lease Addendum conflicts with the terms of the closed-end Lease between the parties, the terms of this Addendum shall control.

1. Notwithstanding the terms of the closed-end Lease to the contrary, the City shall have the right to modify the leased vehicle for purposes of adding police equipment, including but not limited to, lights, sirens, radios, mobile data terminal connections, as well as such other equipment as may be necessary to utilize the vehicle for law enforcement purposes. The City agrees to remove such additional equipment and restore the vehicle to the extent practicable at the conclusion of the Lease term.
2. Notwithstanding the terms of the indemnification provided for in the closed-end Lease, nothing contained within said closed-end Lease or this Lease Addendum is intended to be a waiver or estoppel of the City of New Berlin or its insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including but not limited to those set forth in Wis. Stats. Sec. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable for indemnity or contribution for any amounts greater than the limits of liability for municipal claims established under Wisconsin law. The City's obligation to indemnify hereunder is further subject to the availability and limits of applicable insurance coverage. Under no

circumstances shall the City be required to indemnify Harley-Davidson Leasing for its own negligence or intentional conduct.

3. The City and Harley-Davidson acknowledge that the persons signing below have been authorized to do so.
4. This Addendum to Lease Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this _____ day of _____, 2022.

HARLEY-DAVIDSON LEASING

By: _____

CITY OF NEW BERLIN

By: _____



Estimate

Date	Estimate #
4/8/2022	1361

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
Sullivan, WI 53178
Phone: (262) 490-3109
Email: 10-33@charter.net

Customer:

New Berlin Police Department
16300 W National Ave
New Berlin, WI 5315

Item	Description	Qty	Rate	Total
WPA112	WHELEN WATERPROOF SIREN AMPLIFIER	2	324.30	648.60
WPA112B	WHELEN HARLEY SIREN AMP BRACKET	2	41.52	83.04
SA350MH	WHELEN SA-350MH SIREN SPEAKER	2	492.935	985.87
SA350MB1	WHELEN SA350M MOUNTING KIT	2	70.70	141.40
Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 30 days. Special ordered equipment will be invoiced upon order placement.		Subtotal \$1,858.91		
		Sales Tax (0.0%) \$0.00		
		Total \$1,858.91		