

*****ATTACHMENTS*****

II

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

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

FAP

CITY CLERK

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

CLERK CIRCUIT COURT
FILED

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

21 APR 12 AM 11:36

Case Class: 30405

SHEBOYGAN COUNTY
WISCONSIN

Case No. 21GFO11

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

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

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

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

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

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

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

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

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

(The rest of this page intentionally left blank)

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

PARCEL NO. 59002007291

Owner(s) of Record:

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

Property Address:

Vacant Land along State Road 67, Plymouth WI 53075

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

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

Mortgages:

None of Record

Judgments/Liens:

None of Record

Taxes:

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

Other:

Right-of-Way Easement recorded July 5, 1986 at 11:15 a.m. in Volume 986 of Records, Page 28 as Document Number 1117126.

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

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

PARCEL NO. 59016213960

Owner(s) of Record:

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

Property Address:

N6816 and ~~N6808~~ County Road OJ, Plymouth WI 53073

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

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

PARCEL NO. 59281002680

Owner(s) of Record:

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

Property Address

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

Legal Description:

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

Mortgages:

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

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

Judgments/Liens:

None of Record

Taxes:

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

Other:

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

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

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

PARCEL NO. 59281006710

Owner(s) of Record:

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

Property Address:

329 Lincoln Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

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

Judgments/Liens:

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

Taxes:

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

Other:

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

PARCEL NO. 59281100110

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

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

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

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

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

Judgments/Liens:

None of Record

Taxes:

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

Other:

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

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

PARCEL NO. 59281101530

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

Taxes:

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

Other:

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

PARCEL NO. 59281111910

Owner(s) of Record:

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

Property Address:

409 Wisconsin Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281201310

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

Taxes:

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

Other:

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

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

PARCEL NO. 59281201440

Owner(s) of Record:

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

Property Address:

1318B N. 14th Street, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

Other:

None of Record

PARCEL NO. 59281203660

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

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

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

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

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

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

Other:

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

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

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

Property Address:

1107 Alabama Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

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

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

Judgments/Liens:

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

Taxes:

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

Other:

None of Record

PARCEL NO. 59281304020

Owner(s) of Record:

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

Property Address:

919 High Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

Taxes:

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

Other:

None of Record

PARCEL NO. 59281318990

Owner(s) of Record:

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

Property Address:

725 Clara Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281400750

Owner(s) of Record:

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

Property Address:

1131 & 1131A Swift Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

Taxes:

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

Other:

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

PARCEL NO. 59281403190

Owner(s) of Record:

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

Property Address:

1501 S. 13th Street, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281404780

Owner(s) of Record:

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

Property Address:

1515 S. 22nd Street, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281430796

Owner(s) of Record:

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

Property Address:

2608 Camelot Boulevard, Sheboygan WI 53081

Legal Description:

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

Mortgages:

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

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

Judgments/Liens:

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

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

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

Taxes:

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

Other:

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

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

PARCEL NO. 59281501430

Owner(s) of Record:

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

Property Address:

604 N. 13th Street, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281505220

Owner(s) of Record:

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

Property Address:

1419 & 1419A Maryland Avenue, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

Taxes:

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

Other:

None of Record

PARCEL NO. 59281508150

Owner(s) of Record:

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

Property Address:

1425 Kentucky Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281511290

Owner(s) of Record:

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

Property Address:

2001 & 2003 Indiana Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145

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

Mortgages:

None of Record

Judgments:

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

Taxes:

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

Other:

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

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

PARCEL NO. 59281512930

Owner(s) of Record:

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

Property Address:

1219 S. 19th Street, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

Taxes:

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

Other:

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

PARCEL NO. 59281600920

Owner(s) of Record:

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

Property Address:

1345 Winter Court, Sheboygan WI 53081

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281624917

Owner(s) of Record:

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

Property Address:

2225 N. 22nd Street, Sheboygan WI 53083

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

Taxes:

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

Other:

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

PARCEL NO. 59281627190

Owner(s) of Record:

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

Property Address:

1541 Division Avenue, Sheboygan WI 53083

Corrected Legal Description: Wis. Stat. § 75.145

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

Mortgages:

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

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

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

Judgments/Liens:

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

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

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

Taxes:

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

Other:

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

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

PARCEL NO. 59281704330

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

Taxes:

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

Other:

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

PARCEL NO. 59281718350

Owner(s) of Record:

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

Property Address:

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

Legal Description:

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

Mortgages:

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

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

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

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

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

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

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

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

Judgments/Liens:

None of Record

Taxes:

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

Other:

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

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

PARCEL NO. 59282910190

Owner(s) of Record:

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

Property Address:

411 State Street, Sheboygan Falls WI 53085

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

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

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

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

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

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

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

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

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

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

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

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

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
Laura Henning-Lorenz
County Treasurer

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res. No. 202-20-21 a Resolution authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the listing contract with CBRE, Inc., regarding SouthPointe Enterprise Campus.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: May 4, 2021 **MEETING DATE:** May 10, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan executed a listing contract with CBRE in January 2019. Since that time, city staff has aggressively marketed and submitted proposals for industrial development leads in the SouthPointe Enterprise Campus. Over the past year and half there has been minimal leads provided by CBRE. Due to staffing changes in the industrial sector of the CBRE, they have asked the city if they can get out of the contract.

STAFF COMMENTS:

City staff is “boots on the ground” every day and market and follow-up on leads with a third party assisting us. Also saves the city money on commissions. However, should a real estate broker provide an offer that is accepted, the city has a policy that allows us to pay commission.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 202-20-21 authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the listing contract with CBRE, Inc. regarding SouthPointe Enterprise Campus.

ATTACHMENTS:

- I. Res No. 202-20-21



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

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

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

FP
2-22

Margy Ann Rowan

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Cancellation Agreement & Mutual Release

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

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

CBRE, Inc.
Licensed Real Estate Broker

OWNER:
City of Sheboygan

DocuSigned by:
By: Patrick Gallagher
ED73C1893189450...
Patrick Gallagher
Executive Vice President

By: _____
Chad Pelishek
Director of Planning & Development

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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

REPORT PREPARED BY: Debra L. DeAmico, CNAP, Administrative Services Manager Mead Public Library.

REPORT DATE: May 6, 2021

MEETING DATE: May 10, 2021

FISCAL SUMMARY:

Budgeted Revenue: N/A

Budget Line Item: 47951100-621200
(\$66,278.00) &
40051100-621200
(\$14,437.00)
Budget Summary: Capital Improvement
Fund
Budgeted Expenditure: \$80,715

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The HVAC system at Mead Public Library are controlled with the legacy system that was installed in 1976 when the building was originally constructed. Since the majority of the HVAC equipment has been upgraded over the past several years it is prudent to upgrade the system which controls the equipment. Mead Public Library has included funding in the Capital Improvements Program for the replacement with the work to be accomplished over a four-year period. The first phase was approved and completed in 2019 under Res. No. 52-19-2020. The second phase was approved and completed in 2020 under Res. No. 23-20-21. The background and analysis have not changed since the Res. No. 52-19-2020 and Res. No. 52-19-2020. The Library is requesting to continue and complete Phase III and Phase IV, and the replacement of the Booster Coil #38.

STAFF COMMENTS: The HVAC improvement project was approved in the 2019 – 2023 Capital Improvement program, and year one was completed in 2019, as well year two was approved in 2020-2024 Capital Improvement program, year three (Phase III) was approved in the 2021 – 2025 Capital Improvement program. The full project was to be completed in 2022 however because the actual cost of Phase I and Phase II showed a large savings the staff of Mead Public Library requested that Mead Public Library be allowed to complete Phase III and Phase IV in 2021. By completing the last two phases and the Booster Coil #38 with the savings of the previous two phases will result in no Capital Improvement Funds needed by the Mead Public Library in the fiscal year 2022 from the Capital Improvement Funds.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 4-21-22 to authorize the appropriated City Officials to execute year three, year four and Booster Coil #38 of the HVAC control project at Mead Public Library as per the multiple year agreement with Quality Control Systems, Inc. of Fond Du lac WI for the provision, installation of the first and second floor HVAC control system in the amount of \$66,278, and to authorize the expenditure to complete the Booster Coil #38 on the second floor in the amount of \$14,437.00, and that the appropriate City officials are hereby authorized to draw funds for the completion of Alternate #1 and Alternate #2 (and any approved Change Orders) and the work performed by Mannenbach Mechanical LLC as included in Res. No. 4-21-22.

ATTACHMENTS:

- I. Res. No. 4-21-22

III

4.2

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

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

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

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

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

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

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

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

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

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

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

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

FAP

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

REGARDING BOOSTER COIL #38 AT THE MEAD PUBLIC LIBRARY

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2021 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Mannenbach Mechanical, LLC (“Contractor”).

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

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

Contractor’s Services under this Agreement include the following:

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

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

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

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

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

Article 2. Standard of Care

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

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

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

Article 3. City's Representative

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

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

Article 4. Compensation

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

Contractor shall submit an invoice upon completion of the Services.

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

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

Sheboygan, Wisconsin 53081

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

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

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

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

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

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

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

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

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

Article 7. Workmanship and Quality of Materials

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

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

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

Article 8. Safety Requirements

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

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

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

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

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

Article 9. Access to Records

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

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

Article 10. Termination

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

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

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

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

Article 11. Default

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

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

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

Article 12. Identity of Contractor

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

Article 13. Independent Contractor Status

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

Article 14. Indemnification

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

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

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

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

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

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

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

Article 15. Insurance

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

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

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

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

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

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

Article 16. Conflict of Interest

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

Article 17. Waiver

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

Article 18. Severability

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

Article 19. Assignment

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

Article 20. Third Party Rights

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

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

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

Article 21. Governing Law and Venue

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

Article 22. Non-Discrimination and Equal Opportunity

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

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

Article 23. Compliance with Laws

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

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

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

Article 24. Notices

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

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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

Article 25. Intent to be Bound

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

Article 26. Force Majeure

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

Article 27. Integration and Modification

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

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

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

(collectively “the Contract”).

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

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

Article 28. Non-Collusion

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

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

Article 29. Other Provisions

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

7. Definitions.

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

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

This Agreement Authorized by Resolution _____

EXHIBIT 1

GENERAL CONDITIONS

1. Adjacent Property

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

2. Asbestos

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

3. Changes in the Work

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

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

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

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

4. Cleaning Up and Final Inspection

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

5. Codes and Standards

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

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

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

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

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

6. Completion of Work

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

7. Correction of Work

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

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

8. Correction of Work After Final Payment

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

9. Cutting and Patching

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

10. Deduction for Uncorrected Work

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

11. Delays

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

12. Fire Protection

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

13. Labor

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

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

14. Other Contracts

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

15. Public Safety and Convenience

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

16. Sanitary Convenience

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

17. Superintendence

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

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

18. Use of Job Site

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

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



INDEMNITY AGREEMENT

This Agreement is entered into as of the ___ day of May, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Sheboygan.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Sheboygan from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Sheboygan may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Sheboygan and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Sheboygan have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Sheboygan

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. The parties' intent is that this Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(a) of the Master Equity Lease Agreement is amended to read as follows:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise)

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the

applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the good faith judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and shall use all reasonable efforts to cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee within the Lessee's county limits and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, third party delivery fee, purchase fee, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 8(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the maintenance expense for the Vehicle(s) covered by such Schedule are subject to and governed by a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

Section 9 of the Master Equity Lease Agreement is amended to read as follows:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE HAS THREE (3) BUSINESS DAYS AFTER DELIVERY TO INSPECT THE VEHICLE AND IF LESSOR IS NOT NOTIFIED OF ANY REJECTION, THE DELIVERY IS CONSIDERED ACCEPTED. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A

MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only warranty claim remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee, except to the extent caused by the gross negligence or willful misconduct of Servicer or any other agent of Lessor. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor and/or applicable insurance carrier to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii)Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$2,500 per occurrence - Collision and \$2,500 per occurrence - Comprehensive).

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) with an appropriate escort within secured areas during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for twenty (20) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use

(as determined by mutually by Lessor and Lessee); (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises with an appropriate escort within secured areas where the Vehicles may be located and to remove and repossess the Vehicles in compliance with applicable laws of the State of Wisconsin; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver by any party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which such party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of law principles).



Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right seek reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Section 20 is an additional paragraph to the Master Equity Lease Agreement and reads as follows:

Open Records: During the term of this Agreement and for seven (7) years thereafter, Servicer will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, Servicer will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at Servicer's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck over the one ton classification or greater, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to read as follows:

Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather

EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT. All warranties made by any service provider, vendor and/or dealership for a Vehicle are hereby assigned by EFM to Lessee for the applicable Term and Lessee's only remedy, if any, is against the service provider, vendor or dealership.

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provided with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin (without reference to conflict of law principles). This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by EFM will be the original agreement for purposes of applicable law.

Section 11 and 12 are additional paragraphs to the Maintenance Agreement and read as follows:

Section 11: NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, EFM shall be paid all rentals due and owing hereunder up until the actual day of termination.

Section 12: Open Records: During the term of this Agreement and for seven (7) years thereafter, EFM will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, EFM will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at EFM's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and **City of Sheboygan** (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions.
- B. The CUSTOMER is a municipal corporation in Sheboygan County, Wisconsin.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale or at auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates if vehicle isn't safely drivable.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by Enterprise, its parent, employees or agents.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession to bring vehicle

back to fair market value; or (2) the negative impact to the fair market value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
- 19. Governing Law: This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of laws principles).
- 20. Counterparts: This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Enterprise will be the original Agreement for purposes of applicable law.
- 21. Open Records: During the term of this Agreement and for seven (7) years thereafter, Enterprise will keep true and accurate books and records relating to CUSTOMER and this Agreement and its performance hereunder (collectively, "Records"). At CUSTOMER'S request, Enterprise will (a) provide CUSTOMER with access to, and permit CUSTOMER to examine, the Records, which may be accomplished, at CUSTOMER option, through electronic means, the delivery of copies of the requested Records to CUSTOMER'S designated address or onsite at Enterprise's facilities. CUSTOMER may make and retain copies of all Records examined regardless of which method of access to Records CUSTOMER selects and may document the results of any inspection or audit.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

Please complete all applicable items.

Company Name _____ ("Credit Applicant") DBA Name _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Ownership: LLC Partnership Sole Proprietorship C-Corp S-Corp Non-Profit
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

FLEET MANAGER CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accounting/CPA Firm _____ Email Address _____ Phone # _____
 Has Credit Applicant, or any principal involved in Credit Applicant, ever filed for protection under bankruptcy laws? Yes No
 If yes, please explain: _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Purchasing Leasing Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ SSN / FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

California Disclosure – The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM _____ Customer _____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM _____ Customer _____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM _____ Customer _____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

Service Agreement

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Sheboygan (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

1. Recalculation of Rent: In the event that the Maintenance Agreement with Enterprise is cancelled, pursuant to the terms of that Maintenance Agreement, with respect to one or more Vehicles, the Total Monthly Rental Including Additional Services which CUSTOMER is contractually obligated to pay shall be immediately recalculated to reflect the fact that the charge for maintenance services has been removed.

a. Proof of recalculation should be reviewed on a Revised Lease Schedule for each lease that will be available 48 hours after recalculation of rent via website or email if requested to be sent by email.

2. Notices: Any written notice that is required to be sent to Enterprise shall be sent to the address below:

- a. Enterprise Fleet Management, Inc.
S17W22650 Lincoln Ave
Waukesha, WI 53186

3. For the avoidance of doubt, as of the Execution Date, there are five subsidiaries of Crawford Group:

- a. Enterprise Holdings, Inc.
- b. Clayton Corporate Park Management Co.
- c. Clayton Venture Group, LLC.
- d. Enterprise Fleet Management, Inc.
- e. Enterprise FM Trust

4. Wholesale Vehicle Expenses: Expenses required to sell a CUSTOMER's vehicle pursuant to the Consignment Auction Agreement will be communicated to CUSTOMER prior to selling that vehicle. This will be communicated via phone or email and will required CUSTOMER to respond with approval or rejection within one business day of communication.

City of Sheboygan

By: _____

Title: _____

Date signed: _____

Enterprise Fleet Management, Inc.

By: _____

Title: _____

Date signed: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: May 4, 2021

MEETING DATE: May 10, 2021

FISCAL SUMMARY:

Budget Line Item:
Budget Summary:
Budgeted Expenditure:
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Motor Vehicle Funding has been supplemented with General Obligation borrowing and is competing with other capital projects. Although this funding has been reduced to \$250,000 annually, it still represents a large amount of funding. In addition, the MVD light duty portion of the fleet is difficult to turn-over or replace due to priorities and funding.

The average age of the light duty trucks (pickups ½ ton to 1 ton) is 12.3 years old. Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable, causing increased downtime, higher maintenance costs, and loss of productivity. Due to these issues the department is recommending to partner with a leasing company to help acquire and manage the light duty section of the fleet to provide newer vehicles and quicker turn-around on the resale to maximize values and revenues.

STAFF COMMENTS: It is the Department of Public Works recommendation that the City strongly consider converting our Non-CDL light duty fleet into a lease management system. Based on the Support Fleet Synopsis provided by Enterprise Fleet Management, the City of Sheboygan DPW will be better able to utilize Enterprise's buying power and a tightly controlled resale program. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold, creating an internal replacement fund, which will create a more sustainable and predictable budget moving forward.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 6-21-22 A resolution authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated.

ATTACHMENTS:

- I. Res. No. 6-21-22
- II. Attachment 1- Enterprise Addendum to Equity MLA-FM TRUST
- III. Attachment 2- Enterprise Addendum to Maintenance Agreement
- IV. Attachment 3- Enterprise Consignment Auction Agreement for Sale
- V. Attachment 4- Enterprise Credit Application
- VI. Attachment 5- Enterprise Indemnity Agreement
- VII. Attachment 6- Enterprise Maintenance Agreement
- VIII. Attachment 7- Enterprise Master Equity Lease Agreement
- IX. Attachment 8- Enterprise Service Agreement Final

III

Other Matters

7.4

Res. No. 6 - 21 - 22. By Alderpersons Mitchell and Dekker. May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into contracts with Enterprise FM Trust and Enterprise Fleet Management, Inc. for the lease of vehicles, the disposal of vehicles, and the maintenance of vehicles, and authorizing the City Administrator to administer the lease program to the extent funds are appropriated.

WHEREAS, the City of Sheboygan has historically obtained motor vehicles for its operational use by purchasing them; and

WHEREAS, frequently these purchases would be funded by the City's annual borrowing program; and

WHEREAS, in an effort to cost-effectively manage the City's costs (including maintenance costs) related to its motor vehicles, the Common Council of the City of Sheboygan finds that it is in the best interest of the City to enter into a lease arrangement with Enterprise FM Trust and Enterprise Fleet Management, Inc. (collectively "Enterprise"); and

WHEREAS, the initial intent is that this lease arrangement with Enterprise will be used to replace the Public Works Department's noncommercial vehicles; and

WHEREAS, it has been projected that the City could save more than \$750,000 over ten years by leasing the Public Works Department's noncommercial vehicles rather than purchasing them; and

WHEREAS, in the future it may be appropriate to expand this program to other departments.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. related to the lease, disposal, and maintenance of vehicles.

BE IT FURTHER RESOLVED: That the City Administrator is authorized to administer the lease program to the extent funds are appropriated. For the avoidance of doubt, this includes the authorization to - to the extent the Council appropriates funds - lease vehicles from Enterprise FM Trust (even if the cost of one lease individually or multiple leases collectively otherwise exceeds the City Administrator's spending authority), and the authorization to dispose of vehicles (including, if the City Administrator finds it is in the best interest of the City, pursuant to the Consignment Auction Agreement with Enterprise Fleet Management, Inc.).

BE IT FURTHER RESOLVED: That in administering the lease program, the City Administrator is directed to work with all relevant departments to ensure the operational needs of the City are met in the most cost-effective way possible.

F&P
PW

BE IT FURTHER RESOLVED: That, to the extent funds are appropriated by this Council and future Common Councils of the City, the appropriate City officials are hereby authorized to draw funds from the appropriate accounts in payment of the attached Agreements and Amendments to Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.

Dean Dekker

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Service Agreement

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Sheboygan (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

1. Recalculation of Rent: In the event that the Maintenance Agreement with Enterprise is cancelled, pursuant to the terms of that Maintenance Agreement, with respect to one or more Vehicles, the Total Monthly Rental Including Additional Services which CUSTOMER is contractually obligated to pay shall be immediately recalculated to reflect the fact that the charge for maintenance services has been removed.

a. Proof of recalculation should be reviewed on a Revised Lease Schedule for each lease that will be available 48 hours after recalculation of rent via website or email if requested to be sent by email.

2. Notices: Any written notice that is required to be sent to Enterprise shall be sent to the address below:

- a. Enterprise Fleet Management, Inc.
S17W22650 Lincoln Ave
Waukesha, WI 53186

3. For the avoidance of doubt, as of the Execution Date, there are five subsidiaries of Crawford Group:

- a. Enterprise Holdings, Inc.
- b. Clayton Corporate Park Management Co.
- c. Clayton Venture Group, LLC.
- d. Enterprise Fleet Management, Inc.
- e. Enterprise FM Trust

4. Wholesale Vehicle Expenses: Expenses required to sell a CUSTOMER's vehicle pursuant to the Consignment Auction Agreement will be communicated to CUSTOMER prior to selling that vehicle. This will be communicated via phone or email and will required CUSTOMER to respond with approval or rejection within one business day of communication.

City of Sheboygan

Enterprise Fleet Management, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM _____ Customer _____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM _____ Customer _____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM _____ Customer _____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM _____ Customer _____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____



FLEET MANAGEMENT

INDEMNITY AGREEMENT

This Agreement is entered into as of the ___ day of May, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Sheboygan.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Sheboygan from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Sheboygan may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Sheboygan and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Sheboygan have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Sheboygan

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Please complete all applicable items.

Company Name _____ ("Credit Applicant") DBA Name _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Ownership: LLC Partnership Sole Proprietorship C-Corp S-Corp Non-Profit
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

FLEET MANAGER CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accounting/CPA Firm _____ Email Address _____ Phone # _____
 Has Credit Applicant, or any principal involved in Credit Applicant, ever filed for protection under bankruptcy laws? Yes No
 If yes, please explain: _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Purchasing Leasing Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ SSN / FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, That this Company lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Company may require.

RESOLVED FURTHER, that:

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

NAME _____
Print Name Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name Title

Signature Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

THE FOLLOWING ARE ONLY APPLICABLE TO CREDIT APPLICANTS THAT ARE SOLE PROPRIETORS

If Credit Applicant is a sole proprietor, upon request from Credit Applicant, EFM will advise Credit Applicant whether a credit report was requested and if such a report was requested, EFM, will inform Credit Applicant of the name and address of the credit reporting agency that furnished the report. In the event the Credit Applicant is a sole proprietor and is a resident of the state of California, Ohio, Rhode Island or Vermont, Credit Applicant agrees that, in addition to all of the foregoing, by signing below, he or she has been provided state notices and agree to the additional terms listed below:

California Disclosure - The Credit Applicant, if married, may apply for a separate account.

Ohio Disclosure - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Resident - A credit report may be requested in connection with this application for credit.

Vermont Resident - By signing this Credit Application, the credit applicant consents to your obtaining a credit report for the purposes of evaluating this Credit Application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and **City of Sheboygan** (hereinafter referred to as "CUSTOMER") on this _____ of _____, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions.
- B. The CUSTOMER is a municipal corporation in Sheboygan County, Wisconsin.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale or at auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates if vehicle isn't safely drivable.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by Enterprise, its parent, employees or agents.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession to bring vehicle

back to fair market value; or (2) the negative impact to the fair market value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
- 19. Governing Law: This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of laws principles).
- 20. Counterparts: This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Enterprise will be the original Agreement for purposes of applicable law.
- 21. Open Records: During the term of this Agreement and for seven (7) years thereafter, Enterprise will keep true and accurate books and records relating to CUSTOMER and this Agreement and its performance hereunder (collectively, "Records"). At CUSTOMER'S request, Enterprise will (a) provide CUSTOMER with access to, and permit CUSTOMER to examine, the Records, which may be accomplished, at CUSTOMER option, through electronic means, the delivery of copies of the requested Records to CUSTOMER'S designated address or onsite at Enterprise's facilities. CUSTOMER may make and retain copies of all Records examined regardless of which method of access to Records CUSTOMER selects and may document the results of any inspection or audit.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Maintenance Agreement is amended to read as follows:

EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck over the one ton classification or greater, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to read as follows:

Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather

EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT. All warranties made by any service provider, vendor and/or dealership for a Vehicle are hereby assigned by EFM to Lessee for the applicable Term and Lessee's only remedy, if any, is against the service provider, vendor or dealership.

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provided with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin (without reference to conflict of law principles). This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by EFM will be the original agreement for purposes of applicable law.

Section 11 and 12 are additional paragraphs to the Maintenance Agreement and read as follows:

Section 11: NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. EFM acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, EFM shall be paid all rentals due and owing hereunder up until the actual day of termination.

Section 12: Open Records: During the term of this Agreement and for seven (7) years thereafter, EFM will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, EFM will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at EFM's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed



FLEET MANAGEMENT

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sheboygan ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. The parties' intent is that this Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(a) of the Master Equity Lease Agreement is amended to read as follows:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise)

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the

applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the good faith judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and shall use all reasonable efforts to cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee within the Lessee's county limits and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, third party delivery fee, purchase fee, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 8(b) of the Master Equity Lease Agreement is amended to read as follows:

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the maintenance expense for the Vehicle(s) covered by such Schedule are subject to and governed by a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

Section 9 of the Master Equity Lease Agreement is amended to read as follows:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE HAS THREE (3) BUSINESS DAYS AFTER DELIVERY TO INSPECT THE VEHICLE AND IF LESSOR IS NOT NOTIFIED OF ANY REJECTION, THE DELIVERY IS CONSIDERED ACCEPTED. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A

MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only warranty claim remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee, except to the extent caused by the gross negligence or willful misconduct of Servicer or any other agent of Lessor. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor and/or applicable insurance carrier to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$2,500 per occurrence - Collision and \$2,500 per occurrence - Comprehensive).

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) with an appropriate escort within secured areas during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for twenty (20) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use

(as determined by mutually by Lessor and Lessee); (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises with an appropriate escort within secured areas where the Vehicles may be located and to remove and repossess the Vehicles in compliance with applicable laws of the State of Wisconsin; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver by any party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which such party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Wisconsin State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right seek reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Section 20 is an additional paragraph to the Master Equity Lease Agreement and reads as follows:

Open Records: During the term of this Agreement and for seven (7) years thereafter, Servicer will keep true and accurate books and records relating to Lessee and this Agreement and its performance hereunder (collectively, "Records"). At Lessee's request, Servicer will (a) provide Lessee with access to, and permit Lessee to examine, the Records, which may be accomplished, at Lessee's option, through electronic means, the delivery of copies of the requested Records to Lessee's designated address or onsite at Servicer's facilities. Lessee may make and retain copies of all Records examined regardless of which method of access to Records Lessee selects and may document the results of any inspection or audit.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Sheboygan (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 7 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
May 10, 2021.

A RESOLUTION authorizing the continuation of the self-insured worker's compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation with a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker's compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 10 - 21 - 22. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
May 10, 2021.

Submitting the Internal Controls Assessment - City of Sheboygan - Benefits Administration Assessment dated April 19, 2021 which was prepared by CliftonLarsonAllen LLP ("CLA").

Director of Human Resources
and Labor Relations

Create Opportunities

We promise to know you and help you.



April 19, 2021

Internal Controls Assessment

City of Sheboygan – Benefits Administration Assessment

CONFIDENTIAL

CLAconnect.com



WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING

Table of Contents

| | |
|---------------------------------------|----|
| Background | 3 |
| Executive Summary | 3 |
| Objectives and Scope | 4 |
| Procedures Performed | 5 |
| Closing | 6 |
| Statement of Aggregated Deficiencies | 7 |
| Appendix I – Definitions | 25 |
| Appendix II – Delegation of Authority | 26 |

CONFIDENTIAL



Background

During 2020, the City of Sheboygan's Human Resource Department (HR) had undergone various personnel and benefit administration changes. After these changes, various questions have arisen related to policies, procedures, and the overall administration of benefits for current and former city employees. As a result, the City's Administrator and Director of HR and Labor Relations contacted CliftonLarsonAllen, LLP, and engaged the firm to complete an Internal Controls Assessment of the Benefits Administration through facilitated discussions with various City personnel. (Note: This assessment cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations.)

Executive Summary

Key Findings:

When inquired, HR personnel were unable to provide details related to the overall transactional completeness and accuracy of claims, premiums, benefits, and other contractual liabilities related to current and retired employees. In addition, our assessment identified a specific **High** Risk Finding in which City finance personnel were unaware of some of the relationship between Payroll and Benefit transactions and the corresponding financial reporting. Specifically noted: 1) there was no defined policy for overriding the established benefits plan 2) there was no ability of personnel to determine whether the Fire Department's "Sick Leave Pool" (i.e., Pre – 1985 Pool of Donated Sick Leave estimated to be \$1.2M) liability is appropriately recorded and 3) the Police Department Employees were receiving both Good Attendance Credits and Sick Leave Pool Credits for hours accrued over 1,150. The Good Attendance Credits were recorded in the MUNIS System while the liability for the Sick Leave Pool was not recorded to the financial statements. These findings indicate gross negligence with regard to the design and execution of process and controls over financial reporting.

As a result of these findings, the City's **Control Environment**¹, is considered deficient and is defined as a **Material Weakness**¹.

Establishing a sound Control Environment demonstrates a commitment of integrity and ethical values at all levels of an organization. Establishing this environment assists current and future teams by:

- 1) Setting the appropriate tone at the top;
- 2) Providing adequate direction on policy, procedures and controls; and
- 3) Ensuring that established governance is maintained and followed.

Recommendation:

To the extent practical, the City of Sheboygan should focus their remediations efforts on:

- 1) The governance over new and/or existing payroll & benefit policies, procedures and controls;
- 2) Validating the completeness and accuracy over payroll and benefit transactions;
- 3) Increased Finance Department oversight of payroll & benefit transactions included in its financial reports;
- 4) Validating the Pre-2021 impact of irregular and potentially improper payroll & benefit transactions;
- 5) Completing an assessment of current processes and controls within the City's Purchasing and Financial Reporting Departments; and
- 6) Performing an annual fraud risk assessment.

Specifically, with the assistance and cooperation of the City's Finance Department, the HR Department should immediately complete a 'transaction map' to ensure all compensation and benefit related charges and liabilities are completely and accurately reflected within the City's financial statements.

See the **Statement of Aggregated Deficiencies**, beginning on page 7, for a detailed listing of processes reviewed, risks identified, and leading practice recommendations.

Overall, if issues surrounding the Control Environment, as well as the uncertainty around the completeness and accuracy of financial statements persist, the City will remain exposed to fraud, financial and reputational risks.

¹ See **Appendix I – Definitions** for additional details.



Objectives and Scope

The objective of the Benefits Administration Internal Audit Assessment was to review and evaluate current processes and controls against leading practices, as well as to propose future state changes that will help mitigate risks and better support internal controls.

CLA performed a Benefits Administration Internal Controls Assessment, for the City of Sheboygan, under the direction of management. The following areas were in-scope for this engagement:

- Internal Administrative Controls
- Past Practices
- Application of Policies and Procedures
- Benefits included:
 - Short-term and long-term disability premium reporting
 - The application and reporting of spousal surcharge waivers
 - The application of HSA payments to retirees
 - Manual overrides of specific prescription benefits
 - Administration of short-term benefits
 - Chamber of Commerce purchases/cash benefits
 - Distribution of gift cards and other personal benefits
 - Police and Fire Department sick bank management and monitoring
 - Other identified Benefits areas

(Note: For all services provided, management agreed to assume all managerial responsibilities; oversight of the services; as well as the evaluation and adequacy of the conclusions reached.)



Procedures Performed

Various techniques were used to assess the effectiveness of the internal controls over the administration of benefits for the City of Sheboygan. Techniques utilized included, but were not limited to, gathering supporting documents (i.e. describing current state processes (e.g., policies, procedures, flowcharts, reconciliations, analyses, etc.), conducting walkthroughs and interviews with members of the city's Human Resource, Finance and Administrative Departments.

- Human Resources
 - Vicky Schneider, Director of Human Resources and Labor Relations
 - Sandy Halvorsen, Compensation Administrator
 - Denise Clarke, HR Generalist
- City Administration
 - Todd Wolf, City Administrator & Comptroller
- Fire Department
 - Eric Montellano, Fire Chief
 - Dean Klein, Assistant Chief
- Police Department
 - Christopher Domagalski, Police Chief
- USI (Benefits Broker) - <https://www.usi.com/>
- Finance
 - Daniela Tainer-Partipilo, Interim Finance Director

We would like to acknowledge and thank management with whom we interacted. The time, effort, and insight they provided were instrumental in our understanding of the former and current state processes and procedures. In addition, upon our request for answers and supporting documentation, they promptly provided us with necessary information to complete our assessment.



Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

This report has been prepared in accordance with Statement of Standards for Consulting Services issued by the American Institute of Certified Public Accountants and is solely for use by management. It is not intended for use, in whole or in part, by outside parties without the specific consent of CliftonLarsonAllen LLP.

CliftonLarsonAllen LLP

April 19, 2021

CONFIDENTIAL



Statement of Aggregated Deficiencies

| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|---------------------|---------------------------|-------------------------|--|--|--|---------------|
| City Administration | Fire Department sick bank | Policies and Procedures | The City has not developed defined Policies & Procedures to manage the Fire Department's sick leave pool. | The failure to have documented Processes puts the City at risk in the event a Fire Fighter suffers an injury/illness and is denied a pay-out from the pooled time. By not recognizing the liability the City is misstating their financials. In the current union contract there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory. | The City should document the policies and procedures around the Fire department's sick leave pool by defining pool eligibility, calculation of benefits, term of benefits, and delegation of authority surrounding updates and/or modifications to the administration of it.

The Union contract was recently entered into, the City will not be able to re-negotiate the contract for another 3 years. The City might consider separately negotiating with the union to value the liability at the 1985 dollar values and to pay out liability by purchasing short-term disability contracts for union fire fighters until the funds are exhausted and then transition these policies over to each individual union member. | 1 |
| Finance | Fire Department sick bank | Reconciliation | The Fire Department's sick leave pool represents time donated from the 1960's through 1984 and there are approximately 3,300 days (8 hrs/day) included within the pool. Through discussions with all of the parties involved, it is our understanding that the liability is not included within the City's Financial Statements. | Liabilities are not properly recorded to general ledger. | The City should also work with the Union to properly value the liability, and ensure it is properly recorded within the financial statements. | 1 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------------|----------------------------|---------------------|---|--|--|---------------|
| Entity Level Controls | Control Environment | Code of Conduct | There currently is no "Code of Business Conduct and Ethics" acknowledgement included within the Employee Handbook that is reviewed and acknowledged by all employees. | Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be significant as strategic, operating, and financial risk. | Employees must sign the Code of Conduct and Ethics on an annual basis. That includes language that states City employees will be disciplined up to an including dismissal for failure to follow the Code of Conduct and Ethics. | 2 |
| Entity Level Controls | Control Environment | Whistleblower | There currently is no Employee Hotline" for an employee to report unethical and/or inappropriate activities. | Without the proper tone from organizational leadership, the organization is susceptible to increased reputational risks, which can be as great as strategic, operating, and financial risk. In addition, 43% of all frauds are identified via Whistleblowers versus an annual audit program. | We recommend that the organization implement an anonymous forum for employees to communicate fraudulent, erroneous, and unethical or immoral activities. | 2 |
| Human Resources | Short/Long Term Disability | Enrollment - Annual | On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated. | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation between the American Fidelity census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---------------------------------|--|---|--|--|---------------|
| Human Resources | Short-term/long-term disability | Enrollment - Updates and Modifications | For employees hired in the period between open enrollments American Fidelity will submit a form to HR with the individual's benefit selection and these selections are entered into Munis. | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation between the American Fidelity bi-weekly monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer. | 2 |
| Human Resources | Short-term/long-term disability | Administration of Benefits | Currently, American Fidelity manages the processing of all Short-term/long-term disability claims.

Independently, the City has allowed employees to donate vacation time to co-workers in an effort to subsidize decreases in pay as a result of the disability claim (i.e. STD covers 60% wages). | The processing of payment of donated time to employees is in violation of the short-term and long-term disability insurance benefits.

In addition, these payments would appear to contradict any previously approved, standard employee compensation and benefits packages. | We recommend that the organization discontinue this practice, and encourage employees to manage these efforts outside of the City's Administrative Services. | 2 |
| Finance | Short-term/long-term disability | Premium Payments | On a monthly basis, American Fidelity submits an invoice for the premiums of all employee benefits under their administration. The invoice is received by Human Resources and submitted to Accounting for payment without any review or approval. | The lack of review of employees (current and retired) benefit premiums could result in erroneous and inaccurate benefit payments. | The American Fidelity benefit payments should be reconciled to the organization's payroll records and tied to supporting documentation to ensure their completeness and accuracy. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---|--|---|---|--|---------------|
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Enrollment - Annual | <p>On an annual basis, American Fidelity manages the City's open enrollment process. After the open enrollment period ends American Fidelity submits a census with every employee and the benefits they have selected. This census is then used to update Munis but there is no formal documentation that Munis has been accurately updated.</p> <p>In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.</p> | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation between the American Fidelity, and UHC, census and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer. | 2 |
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Enrollment - Updates and Modifications | <p>For employees hired in the period between open enrollments AF will submit a form to HR with the individual's benefit selection and these selections are entered into Munis.</p> <p>In addition, the City has allowed certain individuals to enroll with UHC (United Healthcare) as their provider for Medical Insurance.</p> | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation between the American Fidelity, and UHC, bi-weekly and/or monthly and the Munis upload should be completed by personnel within the Human Resource Department. In addition, a review of the reconciliation should be completed by someone other than the person who'd performed the initial upload and reconciliation. This is generally completed by someone one level above the preparer. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|---------|---|---|--|--|---|---------------|
| Finance | Employee Benefits (Health, Dental, Vision etc.) | Premium and Claim Payments | On a monthly basis, the City's Insurance providers submit an invoice for the premiums and claims for all employee benefits/claims processed under their administration. The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval. | The lack of review of employees (current and retired) benefit premiums/claims could result in erroneous and inaccurate benefit payments. | The American Fidelity benefit payments should be reconciled to the organization's payroll records, and tied to supporting documentation to ensure their completeness and accuracy. In the same manner, the organization should reconcile their claim payments to the claim details provided by the provider. In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment. | 2 |
| Finance | Employee Benefits (Health, Dental, Vision etc.) | Administration of Benefits - Manual Overrides | Per discussion with USI, the City's Insurance Broker, on a monthly basis, the City's Insurance providers submit invoices for all employee claims processed. (Note: The claims processed include any and all manual overrides. It was also noted during our discussion that these overrides are not specifically identifiable within the claims report.) The invoices are received by Human Resources and submitted to Accounting for payment without any review or approval. | The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments. | The documentation collected to authorize a manual override should be maintained. In addition, upon the receipt of the month-end claims report, that evidence should be reconciled against the report to support any overrides processed.

This reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|-------------------|--|---|---|---|---------------|
| Human Resources | HSA Contributions | Enrollment - Annual | City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment. | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation of the eligible HSA donation recipients should be compared to those marked to receive the payments within Munis. | 2 |
| Human Resources | HSA Contributions | Enrollment - Updates and Modifications | City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment. | The lack of review, both annually and throughout the year, of employees (current and retired) receiving benefits could result in erroneous and inaccurate premium payments and benefits administered. | A reconciliation of the newly eligible HSA donation recipients should be compared to those marked to receive the payments within Munis. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|------------|--|--|---|--|--|---------------|
| Finance | HSA Contributions | Administration of Benefits - HSA Contributions | City Employees participating in the City sponsored health plan receive a donation to their HSA account based on their participation in the plan, a set amount for single enrollment and double that amount for family enrollment. | Employees or Retirees who are not entitled to a contribution are improperly given a HSA contribution. | <p>Once the listing of employees entitled to a HSA contribution is compiled a second knowledgeable employee should review the listing comparing it to the supporting documentation and sign-off indicating their review. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.</p> <p>In addition, this reconciliation should be reviewed and approved by someone other than the person preparer it. Leading practice would indicate that the preparer and a primary level of review should be completed by the Human Resource Department. Following that, a secondary review would be completed by personnel within Finance Department prior to the authorization of the payment.</p> | 2 |
| Accounting | Retirement payouts Review and Approval | Management Review and Approval | All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS. | Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud. | Prior to the checking of checks, formal supporting documentation, and approval must be obtained to ensure payments made are reasonable and accurate. | 2 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank | | | | | | | | |
|-----------------------|---------------------|-------------------------|---|---|---|---------------|--------------------|---------------|---------------------|------------------|--------------------|-----------------------|--------------|---|
| Entity Level Controls | Control Environment | Delegation of Authority | During our discussion with HR and Accounting representatives CLA was made aware of instances where invoices were paid without proper approval. Some of these involved payments using only email documentation as support. | Expenditures incurred may not be properly approved. | <p>The creation and implementation of City-wide Delegation of Authority Matrix is to be completed.</p> <ul style="list-style-type: none"> •Primary operating categories are to be established and defined (e.g. Projects, Operating Expenses, Inventory Expenses, Balance Sheet Disposals and Write-offs, Treasury, etc.) •Secondary operating categories are to be established and defined (e.g. Included, but are not limited to: Operating Expenses: Utilities, Ordinary Maintenance, Department Consumables, etc.) •Inventoriable Items: Highway Supplies (road salt, asphalt supplies, signs, etc.) and Technology Service Supplies (Computers, Cable, Wireless Access Points, G-BICs, etc.) <p>(Note: In general, these will need to be defined, by the department, to properly identify and classify their significance.)</p> <ul style="list-style-type: none"> •Monetary approval thresholds are to be established and defined by the Primary and Secondary categories, as well as the Department. <p>For example:</p> <table border="0"> <tr> <td>\$0-\$999</td> <td>Functional Manager</td> </tr> <tr> <td>\$1,000-4,999</td> <td>Department Director</td> </tr> <tr> <td>\$5,000-\$24,999</td> <td>City Administrator</td> </tr> <tr> <td>Greater than \$25,000</td> <td>City Council</td> </tr> </table> | \$0-\$999 | Functional Manager | \$1,000-4,999 | Department Director | \$5,000-\$24,999 | City Administrator | Greater than \$25,000 | City Council | 3 |
| \$0-\$999 | Functional Manager | | | | | | | | | | | | | |
| \$1,000-4,999 | Department Director | | | | | | | | | | | | | |
| \$5,000-\$24,999 | City Administrator | | | | | | | | | | | | | |
| Greater than \$25,000 | City Council | | | | | | | | | | | | | |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------------|---|---------------------------------------|---|--|--|---------------|
| Entity Level Controls | Control Environment | Policies and Procedures | The City has not developed defined Policies & Procedures to manage the company's Human Resources, Purchasing, Accounting and Financial Reporting Processes. Specifically related to the assessment of Benefits Administration, the policies and procedures would identify the Human Resource/Accounting tasks utilized to record and recognize Human Resource transactions, e.g., Benefit Eligibility, Benefit Payments, Short Term / Long Term Disability, Retirement, Severance, Health Claim Expenditures and Other (i.e. Chamber Cash) which have a financial statement impact. | The failure to have documented policies and procedures puts the City at risk in the event Key Personnel are unable to perform the required work. The lack of defined Policies and Procedures can lead to numerous issues when preparing the company's financial statements, safeguarding its assets and the organization's ability to operate effectively. | The City should complete an evaluation of its current existing policies and procedures, determine those that exist and those that do not. In addition, each department should be required to complete an assessment of their policies and procedures on a 3-5 year rotation to ensure their completeness and accuracy.

Specifically, based on this assessment we recommend the following departments also be assessed immediately: 1) Finance, and 2) Purchasing. | 3 |
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Benefit Providers Selection Processes | Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees. | Without proper procedures in place, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators. | A health and benefits committee should be established to ensure benefit provider have been fully vetted, and authorized by the appropriate City Officials and/or Administrators.

Meeting minutes should be compiled, maintained, and circulated to ensure topics and decisions are shared among stakeholders. | 3 |
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Enrollment - Spousal Surcharge | Using Munis, employees who selected Employee and Spouse or Family insurance coverage are identified and a list of those individuals is created. | Employees who do not qualify for the surcharge waiver were allowed to avoid the \$1,200 surcharge via an informal waiver. | The listing of individuals carrying spousal or family coverage should be obtained from Munis. A secondary review of the listing should be compared to supporting documentation and verified by a second independent individual. Evidence of the review should be maintained. | 3 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|---------------------|---|---|---|--|---|---------------|
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Enrollment - Spousal Surcharge | Annually a letter submitted to the City employees to verify that their spouse is not eligible for employer provided insurance. Individuals who select City Insurance but whose spouse is eligible for coverage through their employer are assessed a \$1,200 fee. In addition, the fee is assessed for employees who do not reply to the letter in the prescribed time frame. There are currently no formal controls around this process. | Employees who do not qualify for the surcharge waiver were allowed to avoid the \$1,200 surcharge. | Using the generated list of individuals carrying spousal or family coverage letters should be submitted regarding the spouse's availability for alternative health insurance coverage. Responses to the letter should be tracked and the fee if applicable assessed. The completed documentation should be reviewed by a second employee. | 3 |
| City Administration | Employee Benefits (Health, Dental, Vision etc.) | Administration of Benefits - Manual Overrides | There are no specific policies or procedures authorizing or restricting the use of manual medical coverage overrides. | Improperly approved medical benefit overrides will result in inaccurate premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures or may be construed as discriminatory. | City Officials and/or the administrator should define the use and/or restriction of manual overrides of medical procedures. | 3 |
| City Administration | Employee Benefits (Health, Dental, Vision etc.) | Administration of Benefits - Manual Overrides | If allowable, there is no formal delegation of authority to ensure manual overrides are appropriately reviewed and approved prior to processing. | Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could opened the City up to additional liability if any of the overrides had led to additional medical procedures.

(For example, if an administrator had authorized an elective surgery (i.e. gastro bypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.) | City Officials and/or the administrator should define the appropriate level of authority (e.g. HR Director, City Administrator, and/or a Benefits Committee) required to appropriately approve medical procedures and prescription that are not covered under the employee benefit plan. | 3 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---|---|---|---|--|---------------|
| Human Resources | Chamber of Commerce purchases/cash benefits | Policies and Procedures | As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an 'official' City benefit. | Improperly authorization of incentive programs could lead to erroneous transactions. | City Officials and/or the administrator should define the use and/or restriction of any incentive programs. If the City decides to allow this program a formal process should be established for approving the issuance and requiring proper documentation. | 3 |
| Finance | Chamber of Commerce purchases/cash benefits | Administration of Benefits - Chamber Cash | As a benefit of using a City approved health provider employees were given "Chamber Cash". This program was not an official City benefit but was available to individuals who were aware of the program via flyers. There was no formal vetting of the expenses the employees were claiming, and accounting did not require back-up prior issuing checks for the purchase of "Chamber Cash" | Improperly issued "Chamber Cash" exposes the City to waste or abuse. | The documentation collected to authorize a Chamber Cash should be maintained and utilized to support check requests.

Leading practice would indicate that the policy, supporting documentation, and management approval would be utilized for these type of check requests prior to the processing of each payment. | 3 |
| Human Resources | Police Department sick bank management and monitoring | Policies and Procedures/ Management Review and Approval | The City has not developed defined Policies & Procedures to manage the Police Department's sick leave pool. The Police Department's sick leave pool represents time donated from the current officers in excess of 1,150 hours. There is no formal City policy regarding the use of this time, and it is not tracked in Munis indicating the liability is not recorded on the City's Balance sheet. | The failure to have documented Processes puts the City at risk in the event an Officer suffers an injury/illness and is denied a pay-out from the pooled time. In the current union contract, there is some discretion allowed the Chief to utilize or pay days from the sick leave pool; in some cases that level of discretion has the potential to be construed as discriminatory. | The City should formally document the policies and procedures around the Police department's sick leave pool and record the resulting liability and calculated the correct liability value using some expedient manner.

The City might consider separately negotiating with the union to pay out the liability by purchasing short-term disability contracts for union police officers until the funds are exhausted and then transition these policies over to each individual union member. | 3 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---|--------------------------------|---|--|---|---------------|
| Human Resources | Retirement payouts Review and Approval | Management Review and Approval | All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS. | Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud. | Based upon the retirees department HR should create an excel workbook for the retirement calculation. The excel workbook should include an Instruction Tab, which pulls in data from the appropriate Contract, and perhaps has locked cells, so that the only details being added are those directly from Munis. All values should be supported by the contract and minis data. | 3 |
| Human Resources | Retirement payouts Review and Approval | Management Review and Approval | All retirement payouts are prepared by the Compensation Administrator and recorded in the GL by Accounting. There is no formal review and approval prior to the liability being entered into MUNIS. | Retirement Payouts that are not independently reviewed and approved by a knowledgeable financial professional exposes the company to the risk that the calculation is not valid or inaccurate and exposes the company to heightened risk of fraud. | All Retirement Payouts should be reviewed and approved in accordance with established signature guidelines. | 3 |
| Purchasing | Employee Benefits (Health, Dental, Vision etc.) | Purchasing Policies | Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees. | Without appropriate purchasing policies and procedures, the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators. | For any large purchase is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts. | 4 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---|--------------------------------|---|---|--|---------------|
| Purchasing | Employee Benefits (Health, Dental, Vision etc.) | Delegation of Authority | Currently, there are two health insurance providers (UMR and United Healthcare) under contract with the City of Sheboygan. In addition, contract with American Fidelity appears to indicate that they are to have 100% enrollment of City Employees. This appears to indicate that the City should not be under contract, or allowing United Healthcare insurance to employees. | Without appropriate delegations of authorities, the city the city is at risk of entering into unfavorable contracts without appropriate approval from the City's Officials and/or Administrators. | City Officials and/or Administrators should define an appropriate delegation of authorities related to the review and approval of contract related to employee compensation and benefits. | 4 |
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Enrollment - Spousal Surcharge | It is our understanding that the prior Benefits Coordinator had been waiving the spousal surcharge for herself and potentially other City Employees. | Employees who do not qualify for the surcharge waiver are allowed to avoid the \$1,200 surcharge. | A forensic analysis should be completed to review spousal surcharges, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue. | 4 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------|---|---|---|--|--|---------------|
| Human Resources | Employee Benefits (Health, Dental, Vision etc.) | Administration of Benefits - Manual Overrides | <p>The City's benefit (health, dental, vision, etc.) claims are managed and processed by their providers, based on negotiated coverages. Based on those coverages, the insurers process claims and/or co-payments per the defined plan. Once processed, the covered amounts are paid by the City, with the deductible and co-payments amounts processed by the employees (i.e. current and former) enrolled in the plans.</p> <p>Seeing as though the City is Self-Insured, they have the ability to process Manual Overrides for any/all procedures or medications regardless of those stated within negotiated/approved benefit packages.</p> <p>Prior to Jan 2021, the prior Benefits Administrator was contacting USI, their Insurance Broker, and manually overriding an unknown amount of medically requested prescriptions/procedures.</p> | <p>Improperly approved benefit overrides would result in inaccurate (i.e. lower) premiums for employees, and an underfunding of the City's health benefits. In addition, this could open the City up to additional liability if any of the overrides had led to additional medical procedures.</p> <p>(For example, if an administrator had authorized an elective surgery (i.e. gastrobypass), and there were complication, the City would be liable for any and all additional surgeries to mitigate the complications.)</p> | A forensic analysis of previously processed overrides should be completed to determine the magnitude and potential pending liabilities of overrides processed. | 4 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|--------------------------------|---|--|--|---|---|---------------|
| Human Resources/
Accounting | HSA Contributions | Administration of Benefits - HSA Contributions | According to management, in prior years some retirees participating in the benefits plans received a donation into their HSA account. This was determined to have been completed within error. | The lack of review of employees (current and retired) claims could result in erroneous and inaccurate payments. | A forensic analysis should be completed to review HSA contributions, likely dating back several years, to compare and determine, to the extent possible, the magnitude and significance of the issue. | 4 |
| Human Resources | Chamber of Commerce purchases/cash benefits | Administration of Benefits - Chamber Cash | The prior benefits administrator had been authorizing Chamber Cash Payments without proper segregation of duties and delegation of authorities. Over the course of several years \$13K in Chamber Cash Payments has been paid out. | Improperly issued "Chamber Cash" exposes the City to waste or abuse. | A forensic analysis of previously processed Chamber Cash payments should be completed to determine the magnitude, accuracy, and usage of certificates granted. | 4 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------------|---------------------|----------------------------|--|---|--|---------------|
| Entity Level Controls | Control Environment | Enterprise Risk Assessment | The City has not developed and implemented a formal Enterprise Risk Management (ERM) Program. ERM is a process that identifies, assesses, and prepares an organization to address those risks, dangers, hazards, and potential disasters that could interfere with the entity's operations and objectives. | <p>An ERM process provides an organization with a framework for identifying particular events or circumstances that are relevant to the organization's objectives (risks and opportunities), assessing them in terms of likelihood and magnitude of impact, determining a response strategy, and a monitoring process. By identifying and proactively addressing risks and opportunities, organizations can protect and create value for the entity's stakeholders. When properly implemented, ERM will enable greater enterprise-wide discipline and reliability to help better manage risks. Some benefits would include:</p> <ul style="list-style-type: none"> • Reduces chance of crises and problems, thereby allowing leadership to focus more on mission priorities • Helps protect the entity's reputation • Identifies, elevates, and manages risks so that the right risks get to the right people at the right time • Creates a culture where risk identification and elevation is encouraged and rewarded • Builds line-of-sight into risks across organizational silos to create the opportunity to leverage mitigation approaches for risks with similar root causes • Provides greater knowledge and insights into enterprise risk to improve resource allocation and strategic decision-making | The City should consider developing and implementing an ERM Program to enhance their ability to detect, assess and manage risks impacting the City and its operations. The ERM program would be reviewed and updated annually in order to reflect the changing environment that the City operates. | 5 |



| Process | Sub-Process | Control Description | Current State | Risk Description | Leading Practice / Recommendation | Priority Rank |
|-----------------------|---------------------|-----------------------|--|--|---|---------------|
| Entity Level Controls | Control Environment | Segregation of Duties | The City has not developed and implemented a Segregation of Duties Matrix that identifies the both the System Access and Employee Responsibilities. Currently employees are able to initiate retirement payout transactions and authorize payments for those payments. | <p>A combination of two or more of the responsibilities, which are noted below, creates SOD conflicts and subjects an organization to the potential occurrence of fraud as well as its concealment.</p> <p>To the extent practical, the following activities are to be segregated amongst employees:</p> <ul style="list-style-type: none"> • the ability to execute benefit transactions; • the ability to record benefit transactions; • having custody of assets; and • having responsibility to reconcile the transaction. | <p>The organization should regularly perform a review of organizational duties to ensure no high risk segregation of duties conflicts exist.</p> <p>On a semi-annual to annual basis, an access review is initiated to ensure authorized personnel have access to financial systems and transactions.</p> <p>On an annual basis, an access review is initiated to ensure authorized personnel have access to bank accounts.</p> | 5 |



CONFIDENTIAL



Appendix I – Definitions

Material Weakness - AICPA AU Section 325 defines a *material weakness* as a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. Indicators of material weaknesses in internal control include identification of fraud, whether material or not, on the part of senior management; ineffective oversight of the entity's financial reporting and internal control by those charged with governance. Root causes for possible material weaknesses: absent or inadequate segregation of duties within a significant account or process; absent or inadequate controls over the safeguarding of assets; inadequate design of IT general and application controls that prevent the information system from providing complete and accurate information consistent with financial reporting objectives and current needs.

Control Environment - The control environment describes a set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. According to the Institute of Internal Auditors (IIA), a control environment is the foundation on which an effective system of internal control is built and operated in an organization that strives to 1) achieve its strategic objectives, 2) provide reliable financial reporting to internal and external stakeholders, 3) operate its business efficiently and effectively, 4) comply with all applicable laws and regulations, and 5) safeguard its assets.

CONFIDENTIAL



Appendix II – Delegation of Authority

Delegation of Authority Matrix

Policy No. 201.000

Effective August 14, 2018



| Activity Type | Project Related | Ordinary Course (1) | Special Matters (2) | Customer Accommodations | Customer Contracts | Leases | Balance Sheet Disposal/Write Off | Acquisitions & Dispositions | Routine Treasury Matters | Other (3) |
|---|---|--|--|---|--|--|---|---|--|--|
| NH
Introduction
Cash
Non-Recurring Outside Services
External Securities | Ordinary Maintenance
Plant Consumables
Office
Recurring Outside Services
Freight and Duties
Cycle Count/Inventory Adj. | Credit Memo
Concessions
Returns
Sales Promotions
Sales Rebate
Returns | Below (3)
Loan Production
Pricing
Master Agreements with Key Accounts (4)
Dealer & Buying Group Contracts
Other Mfg & Sales Agreements
Supply Orders and Orders Adj. (5) | All Asset (Property, Plant, Equipment)
Network / Telecommunications
Dealer & Buying Group Contracts
Other Mfg & Sales Agreements | Fixed Assets
Inventory
Bad Debt
Intangible Assets (Goodwill) | Business Technology
Asset Group
Joint Ventures | Bank Accounts (Opening or Closing)
Borrowings
Guarantees
Letters of Credit
Cash Investments | Initial Equity Transactions
Pool Engagements (Board Approval)
MTA Engagements (Board Approval)
Securities Issuance, Buy Backs, Compensation
Split and Fee Management
Litigation
Settlements & Liability Dispute
Intellectual Property Matters
Insurance Matters
HR & Compensation
Employment Dispute
Restructuring
Termination
Joint Venture Agreements & All Other Treasury Matters ***
Derivatives
Financing in name of prior approvals
Settlements | | |
| Approval Process Involvement: | Business Case Review
Budget/Outlook
Contract Terms (2) & MTA, O/M, Master Agreements
Sourcing Approval (7) | DCP
Budget/Outlook
Sourcing Approval (7) | Formal
Refer to policies | Business Case Review
Budget/Outlook
Contract
Legal Review | Formal
Fixed Asset Disposal
Bad Debt
EBC
Impairment Analysis | Business Case Review
Due Diligence | Formal
Fixed Asset Disposal
Bad Debt
EBC
Impairment Analysis | Business Case
Due Diligence | Contract Compliance
Other Treasury Policies
and Sourcing Approvals | Contract Compliance
Other Treasury Policies
and Sourcing Approvals |
| Approval Required (8) | Project | Individual POC/Request Request | Transaction | Contract | Lease | Incident Level | Transaction | Transaction | Transaction | Transaction or Contract |

Approvals are required at the highest level only. Highest level authorizer may request additional approvals if deemed necessary. (8)

All figures in USD 1,000 (Convert Non-USD Currency using most recent published rate)

| USD | Functional Manager | Functional Manager | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Functional Manager
Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
|--------------|---|---|-----------------------|---------------|-----------------------------------|---|--|--|
| <500 | Functional Manager | Functional Manager | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| 500-100 | Controller | Controller | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| 1000-5000 | Director**
or
Corp Assistant - Controller | Director**
or
Corp Assistant - Controller | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| 5000-10000 | VP**
Managing Director (9) | VP**
Managing Director (9) | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| 10000-50000 | SVP
or
EVP | SVP
or
EVP | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| 50000-100000 | CFO
or
CDO | SVP
or
EVP | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| >100000 | CFO | SVP
or
EVP | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| >150000 | CEO | SVP
or
EVP | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |
| >200000 | CEO | SVP
or
EVP | Managing Director (9) | Director (10) | Director**
Corporate Treasurer | Director**
or
Corp Assistant - Controller | Corporate Treasurer
VP Tax
COO
CFO
CDO (10)
General Counsel
EVP Strategy | Senior Counsel
CEO
Additional Management and/or Board
Approvals as they may be determined |

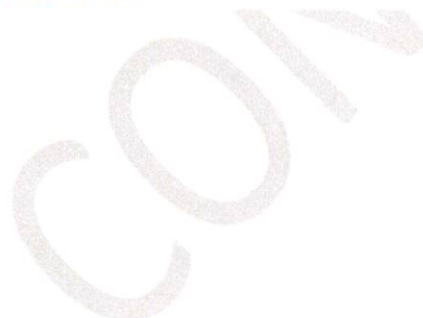
- Refer to Other Company Policies for the following exceptions: Tax, Payroll (retired, benefits, contributions, WC), loan commitments
- Raw materials and production materials should be based on the S&OP process. Excess must be approved by the Managing Director.
- All Rebate contracts require review and consultation by the Sr Mgr. Contracts and Rebates; the Director of Finance overseeing rebates or equivalent.
- Director of Tax consultation required.
- Credit Limits (this refers to the initial setting up of customer credit limits in our ERP or extensions to permanent credit limits. Credit terms - refers to initial setting up of customer terms and extensions of terms on non-promotional orders/invoices.
- Consult with legal and Finance to determine relevant approvals for any contracts outside the scope of this matrix or not otherwise specified.
- Sourcing Approval is required on 3rd party consultant contracts or terms and conditions recurring and non-recurring.
- Where multiple titles are specified, both approvals are required unless denoted with "or".
- Only VP approval is required if no Managing Director is assigned to a business.
- Business Acquisitions and Dispositions only.

** Director & VP approvals are per expense type. See Below

| Approval Level | Systems/IT Capex | ERP Capex (11) | Credit Limits and Terms | Operations (Purchasing/Logistics/ Mfg/Sales) | All Other (Innovation, Culture, HR, Marketing/Sales) | Leases (12) |
|----------------|--|--|--|---|--|-------------------------------|
| Director | Director (9)
Director Finance (11)
or Site Finance Lead (12) | Director of Engineering
Director of Finance (11)
or Site Finance Lead (12) | Director of Finance (Shared Services) (11)
VP Finance | Director of Operations
Director of Finance (11)
or Site Finance Lead (12) | Director Finance (11)
or Site Finance Lead (12) | Corporate Director of Finance |
| VP | VP & CIO | VP Finance
Managing Director (9) | VP Finance | VP Finance
VP Operations
SM Operations | VP Finance
VP Business | |

(11) Director of Finance (Shared Services) must be consulted and advised

(12) Applies when Director of Finance position doesn't exist in the site.



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 10 – 21 – 22 from the Director of Human Resources and Labor Relations submitting the Internal Controls Assessment: City of Sheboygan – Benefits Administration Assessment, dated April 19, 2021, regarding the Human Resources Department benefit program which was prepared by CliftonLarsonAllen LLP (CLA).

REPORT PREPARED BY: Vicky Schneider, Director of Human Resources and Labor Relations

REPORT DATE: May 6, 2021

MEETING DATE: May 10, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: In December 2020, City Administration identified concerns regarding the benefits administration program within the Human Resources Department. CLA was engaged to provide an in-depth assessment of the benefits programs, and the resulting assessment was provided. The assessment was conducted over a several month time-frame with exchanging of information, staff interviews, and discussions with management.

STAFF COMMENTS: Management, in coordination with CLA, has created a recommendation of prioritization to the items identified. The Finance Department and Human Resources Department have been working with staff to gather additional feedback regarding steps necessary to work towards the improvement recommendations provided by CLA. As a result of the report, work in key focus improvement areas is already in progress.

ACTION REQUESTED: Motion to recommend the Common Council receive and file R.O. 10-21-22.

ATTACHMENT

- I. R.O. 10-21-22

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

| | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|--|------------------|--------------------|--------------------|------------------|------------------|--------------------|
| | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Total</u> |
| <u>REVENUES</u> | | | | | | |
| Property Tax Levy: Capital Project Fund | | | | | | |
| Police | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Street Improvement and Sidewalks | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| General Government Projects | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fire | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Park, Forestry and Open Space Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Park Impact Fee Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Vehicle / Land Sales | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| County / State / Federal Grants | \$0 | \$0 | \$1,000,000 | \$0 | \$0 | \$1,000,000 |
| Other Municipality Contributions | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| G. O. Borrowed Funds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Borrowed Funds | \$875,000 | \$1,000,000 | \$2,250,000 | \$0 | \$0 | \$4,125,000 |
| Donations | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| User Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Special Assessment | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Vehicle Registration Fee | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other/CDBG | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fund Balance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL REVENUE | \$875,000 | \$1,000,000 | \$3,250,000 | \$0 | \$0 | \$5,125,000 |
| Planning and Development | | | | | | |
| Indiana Avenue Trail Project - Phase 1 | \$875,000 | \$0 | \$0 | \$0 | \$0 | \$875,000 |
| Indiana Avenue Trail Project - Phase 2 | \$0 | \$250,000 | \$0 | \$0 | \$0 | \$250,000 |
| Indiana Avenue Streetscape Improvements-Phase 2 | \$0 | \$750,000 | \$0 | \$0 | \$0 | \$750,000 |
| Indiana Avenue Trail Project - Phase 3 | \$0 | \$0 | \$2,250,000 | \$0 | \$0 | \$2,250,000 |
| Sheboygan River-West Side Boardwalk-Construction | \$0 | \$0 | \$1,000,000 | \$0 | \$0 | \$1,000,000 |
| Total - City Development | \$875,000 | \$1,000,000 | \$3,250,000 | \$0 | \$0 | \$5,125,000 |

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: City Development 2022 - 2026 Capital Improvements Program Requests.

REPORT PREPARED BY: Director of Planning and Development Chad Pelishek

REPORT DATE: May 5, 2021

MEETING DATE: May 10, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City Development 2022 - 2026 Capital Improvements Program Requests were presented to the Capital Improvements Commission on April 26, 2021. Following consideration by the Commission, the May 3, 2021 recommendation is acceptance of the Program Requests. Referral to the City Plan Commission for their consideration on May 26, 2021.

STAFF COMMENTS:

The summary document of the requests is attached for informational purposes.

ACTION REQUESTED:

None. For information only.

ATTACHMENTS:

- I. City Development 2022 – 2026 Capital Improvements Program Requests Summary

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Information Technology and Cable TV 2022 - 2026 Capital Improvements Program Requests.

REPORT PREPARED BY: Director of Information Technology and Cable TV Eric Bushman

REPORT DATE: May 5, 2021

MEETING DATE: May 10, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Information Technology and Cable TV 2022 - 2026 Capital Improvements Program Requests were presented to the Capital Improvements Commission on April 26, 2021. Following consideration by the Commission, the May 3, 2021 recommendation is acceptance of the Program Requests. Referral to the City Plan Commission for their consideration on May 26, 2021.

STAFF COMMENTS:

The summary document of the requests is attached for informational purposes.

ACTION REQUESTED:

None. For information only.

ATTACHMENTS:

- I. Information Technology and Cable TV 2022 – 2026 Capital Improvements Program Requests Summary

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

| | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Requested</u> | <u>Total</u> |
| <u>REVENUES</u> | | | | | | |
| Property Tax Levy: Capital Project Fund | | | | | | |
| Police | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Street Improvement and Sidewalks | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| General Government Projects | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fire | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Park, Forestry and Open Space Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Park Impact Fee Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Vehicle / Land Sales | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| County / State / Federal Grants | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Municipality Contributions | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| G. O. Borrowed Funds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Borrowed Funds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Donations | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| User Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Special Assessment | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Vehicle Registration Fee | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other/CDBG | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fund Balance | \$25,000 | \$35,000 | \$30,000 | \$35,000 | \$175,000 | \$300,000 |
| TOTAL REVENUE | \$25,000 | \$35,000 | \$30,000 | \$35,000 | \$175,000 | \$300,000 |
| Information Technology Fund | | | | | | |
| IBMi Retirement - Software Acquisitions | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$25,000 |
| IBMi Retirement - Software Acquisitions | \$0 | \$35,000 | \$0 | \$0 | \$0 | \$35,000 |
| IBMi Retirement - Software Acquisitions | \$0 | \$0 | \$30,000 | \$0 | \$0 | \$30,000 |
| IBMi Retirement - Software Acquisitions | \$0 | \$0 | \$0 | \$35,000 | \$0 | \$35,000 |
| Data Center Refresh | \$0 | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| SINC Redundant Internet Connection | \$0 | \$0 | \$0 | \$0 | \$125,000 | \$125,000 |
| Total - Information Technology | \$25,000 | \$35,000 | \$30,000 | \$35,000 | \$175,000 | \$300,000 |