

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

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II

R. O. No. 8 - 21 - 22. By David H. Biebel, Director of Public Works.  
May 3, 2021.

Submitting the request to disinter Mickey Carey who is interned at Wildwood Cemetery Lot 215 Section 18 Grave 2 and relocate his remains in Wildwood Cemetery to Lot 215 Section 18 Grave 1 that is owned by his spouse, Mary Carey.

PW

\_\_\_\_\_  
Director of Public Works

9204593443

Department of Public Works

10:34:58 a.m. 05-04-2021

2/2

Rev. 5/05

### REQUEST FOR PERMIT FOR DISINTERMENT OF BODY BURIED IN WISCONSIN

Pursuant to s. 69.18 (4), Wis. Stats.

NOTE: THIS DOCUMENT DOES NOT SERVE AS A PERMIT FOR DISINTERMENT. The signed permit must be obtained from the Coroner/Medical Examiner in the county of burial before disinterment may take place. If the corpse is to be cremated, written permission of the Coroner/Medical Examiner must be obtained in compliance with s.979.10, Wis. Stats.

FAMILY MEMBER/GUARDIAN REQUESTOR	NAME OF PERSON REQUESTING DISINTERMENT (First, Middle, Last) Mary Carey		PHONE NUMBER (Including Area Code) 920 452-0002
	RESIDENCE (Complete Mailing Address) 914 North 11th Street Apt 204 Sheboygan, WI 53081		
	LEGAL RELATIONSHIP TO DECEDENT State law specifies that a Coroner/Medical Examiner may issue a disinterment permit upon request from any of the following persons, in order of priority stated, when persons in prior classes are not available at the time of application, and in the absence of actual notice of contrary indications by the decedent or actual notice of opposition by a member of the same or a prior class (Box 1 is the highest priority class): Check the appropriate box to show requester's legal status. <input checked="" type="checkbox"/> 1. The decedent's spouse (at the time of death) <input type="checkbox"/> 4. An adult brother or sister of the decedent <input type="checkbox"/> 2. An adult son or daughter of the decedent <input type="checkbox"/> 5. A guardian of the person of the decedent at the time of death <input type="checkbox"/> 3. Either parent of the decedent <input type="checkbox"/> 6. Any other person authorized or obligated to dispose of the remains		
DECEDENT INFORMATION	NAME OF DECEDENT Mickey Carey	DATE PRONOUNCED DEAD 12/02/2020	PLACE OF DEATH (County and State) Sheboygan, WI
	CURRENT COUNTY OF BURIAL Sheboygan	CITY VILLAGE OR TOWN Sheboygan	
	NAME OF CEMETERY Wildwood Cemetery	LOT LOCATION (If Known) 215 Grave 2	
POST-DISINTERMENT INFORMATION	POST-DISINTERMENT DISPOSITION Check one box. If "Cremation" is checked, information on the new burial/entombment site is not required. If "Reburial/Entombment in the Same Cemetery" is checked, only the new lot number/entombment information needs to be completed. If "Reburial/Entombment in the Same Cemetery (A permit is not required if the disinterment and reburial is made to correct an error.)" <input checked="" type="checkbox"/> Reburial/Entombment in the Same Cemetery <input type="checkbox"/> Cremation <input type="checkbox"/> Reburial/Entombment Elsewhere		
	STATE (Or country if not in U.S.) Wisconsin	COUNTY Sheboygan	CITY, VILLAGE OR TOWN Sheboygan
	NAME OF CEMETERY OR MAUSOLEUM Wildwood Cemetery	NEW LOT NUMBER/ENTOMBMENT LOCATION 215 Grave 1	
REQUESTOR'S ATTESTATION	I swear that I am a member of the relationship category checked above in the "LEGAL RELATIONSHIP TO DECEDENT" section. I understand that by signing this request, I do hereby affirm (under penalties prescribed under s. 69.24, Wis. Stats.) that I know of no contrary indications to this disinterment made by the decedent prior to death. I also affirm that I am a member of one of the classes listed in legal priority order below [as specified by s. 69.18(4), Wis. Stats.], that any living members of the same or prior class have been duly notified of my intentions to request this disinterment permit and I know of no contrary indications by any of those members. I also understand that I am obligated to dispose or arrange for the disposal of the body in compliance with state and local laws and cemetery rules.		
	SIGNATURE OF REQUESTOR <i>Mary Carey</i> (Must sign in the presence of a notary)		DATE SIGNED 5-4-21
NOTARY PUBLIC	CERTIFICATE OF NOTARY PUBLIC REBECCA THIESSEN Notary Public State of Wisconsin Notary Seal		
	Subscribed and sworn before me this <u>5</u> day of <u>May</u> , 2021 (Month) (Year) <i>Rebecca Thiessen</i> Notary of <u>Sheboygan WI</u> (Enter County and State)		
	My commission expires (Enter Date) 6-25-24	Printed Name of Notary Rebecca Thiessen	
FUNERAL DIRECTOR / CEMETERY OFFICIAL	NAME OF FUNERAL HOME (If Applicable-Not Required) Ballhorn Chapels Funeral & Cremation Care Center	MAILING ADDRESS OF FUNERAL HOME (If Applicable) 1201 North 8th Street Sheboygan WI 53081	
	NAME OF FUNERAL DIRECTOR (If Applicable) <i>Nicole Annhoefer</i>	FUNERAL LICENSE NO. (If Applicable) 6025	
	SIGNATURE OF FUNERAL DIRECTOR (Not Required) <i>Nicole Annhoefer</i>	DATE SIGNED 05/04/2021	
	NAME OF CEMETERY OFFICIAL APPROVING DISINTERMENT PROCESS Dawn M. Sokolowski	TITLE Public Works Business Manager	
	SIGNATURE OF CEMETERY OFFICIAL APPROVING DISINTERMENT PROCESS <i>Dawn M. Sokolowski</i>	DATE SIGNED 5/4/2021	

Date Received by Coroner/M.E. in County of Burial \_\_\_\_\_

Date Permit Issued \_\_\_\_\_

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A report of officer submitting the request to disinter Mikey Carey, who is interred at Wildwood Cemetery Lot 215, Section 18, Grave 2, and relocate his remains in Wildwood Cemetery to Lot 215, Section 18, Grave 1 that is owned by his spouse, Mary Carey.

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

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**REPORT DATE:** May 3, 2021

**MEETING DATE:** May 11, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

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**BACKGROUND / ANALYSIS:** Mrs. Mary Carey contacted Wildwood Cemetery to expedite this request of disinterring her husband, Mickey Carey, from Lot 215 Grave 2 and relocate his remains to his Wildwood Cemetery Lot 215 Grave 1. This request was received after Mrs. Mary Carey discovered Mickey was buried in the wrong grave due to a miscommunication between a Public Works clerk and Ballhorn Funeral Home.

**STAFF COMMENTS:** Staff recommends Public Works Committee receive and adopt R.O. 8-21-22, submitting the request to disinter Mikey Carey, who is interred at Wildwood Cemetery Lot 215 Grave 2, and relocate his remains in Wildwood Cemetery to Lot 215 Grave 1 that is owned by his spouse, Mary Carey.

**ACTION REQUESTED:** Motion to recommend Common Council receive and adopt R.O. 8-21-22 submitting the request to disinter Mikey Carey, who is interred at Wildwood Cemetery Lot 215, Section 18, Grave 2, and relocate his remains in Wildwood Cemetery to Lot 215, Section 18, Grave 1 that is owned by his spouse, Mary Carey.

**ATTACHMENTS:**

- I. R. O. No. 8-21-22
- II. Request for Permit for Disinterment – Mickey Carey

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance removing the one-way street designation for S. 14<sup>th</sup> Street between Georgia Avenue and Broadway Avenue.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** May 3, 2021

**MEETING DATE:** May 11, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

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**BACKGROUND / ANALYSIS:** As part of the Oscar Residential Development (former Van Der Vaart site) a traffic study was completed for the intersection of S. 14<sup>th</sup> Street and Georgia Avenue. From this study, it was determined due to the future increase in traffic from the Oscar Development that traffic signals need to be installed at the S. 14<sup>th</sup> Street and Georgia Avenue intersection to operate efficiently and safely. Currently the section of S.14<sup>th</sup> Street between Georgia Avenue and Broadway Avenue is a one-way street which exits onto Georgia Avenue. Because S. 14<sup>th</sup> Street at Georgia Avenue exits at close proximity to S. Business Drive it was also determined, due to safety and efficiency concerns from this traffic study, to close S. 14<sup>th</sup> Street at the Georgia Avenue intersection. As stated above, this section of S. 14<sup>th</sup> Street is currently a one-way street so, by eliminating this traffic movement, S. 14<sup>th</sup> Street between Broadway Avenue and Georgia Avenue will need to become a two-way street.

**STAFF COMMENTS:** The Department of Public Works reviewed the traffic study and agrees with the study that the S. 14<sup>th</sup> Street traffic movement onto Georgia Avenue should be eliminated and have this section of S. 14<sup>th</sup> Street become a two-way street.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Gen. Ord. No. 1-21-22 removing the one-way street designation for S. 14<sup>th</sup> Street between Georgia Avenue and Broadway Avenue.

**ATTACHMENTS:**

- I. Gen. Ord. No. 1-21-22
- II. Map

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6.1

Gen. Ord. No. 1 - 21 - 22. By Alderpersons Dekker and Perrella.  
May 3, 2021.

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

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

Section 1. South 14<sup>th</sup> Street, between Georgia Avenue and Broadway Avenue, shall be a two-way street.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the aforementioned traffic regulation.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

Grant Perrella  
Dean Dekker

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

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

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

PLOTTED BY - User

FILE NAME : C:\CIVIL 3D PROJECTS\GEORGIA\14TH STREET.DWG  
LAYOUT NAME - Plan 1 IN 40 FT



Revision Number	Revision Description	Drawn By	Date

**SOUTH 14TH STREET**  
PROPOSED CUL DE SAC



City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Ryan Szama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	TJM
Plot Date	9/9/2020
Bid No.	N/A
Project Date	Summer 2021
Sheet No.	1
Drawing No.	1

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance creating parking limits so as to add a two-hour parking limit, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays, to the north side of Erie Avenue between N. 8<sup>th</sup> Street and N. 9<sup>th</sup> Street.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** May 3, 2021

**MEETING DATE:** May 11, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

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**BACKGROUND / ANALYSIS:** The Department of Public Works received several requests from businesses on Erie Avenue between N. 9<sup>th</sup> Street and N. 8<sup>th</sup> Street to make this entire block “2 Hour Parking.” Currently a section of this block is posted “No Parking.” A portion of this section of Erie Avenue was posted “No Parking” because previously there was a bus stop at this location. The bus stop has been eliminated therefore there is the request to increase the area of the “2 Hour Parking” to add additional parking for the surrounding businesses.

**STAFF COMMENTS:** The Department of Public Works reviewed this request and supports it.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Gen. Ord. No. 24-20-21 creating parking limits so as to add a two-hour parking limit, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays, to the north side of Erie Avenue between N. 8<sup>th</sup> Street and N. 9<sup>th</sup> Street.

**ATTACHMENTS:**

- I. Gen. Ord. No. 2-21-22

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6.2

Gen. Ord. No. 2 - 21 - 22. By Alderpersons Dekker and Perrella.  
May 3, 2021.

AN ORDINANCE creating parking limits so as to add a two-hour parking limit, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays, to the north side of Erie Avenue between N. 8<sup>th</sup> Street and N. 9<sup>th</sup> Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on the north side of Erie Avenue from the west curb line of N. 8<sup>th</sup> Street to the east curb line of N. 9<sup>th</sup> Street shall be limited to two hours, 8:00 a.m. to 6:00 p.m., except Saturday, Sunday, and holidays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

Grantor Puella  
Dean Dekker

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to enter into a contract with Parm’s Tree Service, Inc. for the removal of 676 tree stumps.

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**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** May 5, 2021

**MEETING DATE:** May 11, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 26553000-631100  
48033170-631100  
Budget Summary: 2021 Parks and  
Forestry & Capital  
Improvements  
Budget Expenditure: \$84,950  
Budgeted Revenue: N/A

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

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**BACKGROUND / ANALYSIS:** The Parks and Forestry Division has included funding in the 2021 Capital Improvements Program for the removal of 676 tree stumps and landscape restoration, on a contract basis with a firm specializing in this type of work. The bid request was broken down into four quadrants of the city with bids requested for each quadrant. A specification for the work was developed and the work was put out for bids with the following bids received totaling all four quadrants: Plymouth Landscape Co., Plymouth \$201,204.90; Wallace Tree Care, Glendale \$193,500.00; Bruce The Stump Guy, Manitowoc \$51,380.00 for quadrant #3 and #4 only; and Parm’s Tree Service, Inc., Plymouth, \$84,950.00. Following a review, it was determined that the low bid in all four quadrants satisfies all of the requirements.

**STAFF COMMENTS:** The City has made great strides in the removal of Ash trees infected with the Emerald Ash Borer and the planting of new trees. A contract for removal of 676 stumps will allow the city to stay ahead of the curve in the fight against EAB along with normal annual Urban Forestry management needs.

**ACTION REQUESTED:** Motion to recommend the common Council adopt Res. No. 5-21-22 authorizing the appropriate City officials to enter into a contract with Parm’s Tree Service, Inc., for the removal of 676 tree stumps.

**ATTACHMENTS:**

- I. Res. No. 5-21-22
- II. Parm’s Tree Service, Inc., Agreement

III

Other Matters

7.3

Res. No. 5 - 21 - 22. By Alderpersons Dekker and Perrella.  
May 3, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Parm's Tree Service, Inc. for the removal of 676 tree stumps.

WHEREAS, as a result of Emerald Ash Borer, the City has previously removed many City-owned trees throughout the City; and

WHEREAS, this has left stumps throughout the City; and

WHEREAS, the City wishes to contract with a private contractor to have 676 tree stumps removed and the sites restored (the "Work"); and

WHEREAS, the locations of the 676 tree stumps are specified in the attached Agreement; and

WHEREAS, the City has advertised for bids for the Work, which included detailed specifications for the Work; and

WHEREAS, the low bid was from Parm's Tree Service, Inc. in the amount of \$84,950; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached Agreement with Parm's Tree Service for the Work.

RW

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work pursuant to the terms of the attached Agreement as set forth below:

Account No. 26553000-631100

\$78,035.38

Account No. 48033170-631100

\$ 6,914.62

*Dean Dikha*

*Grantor Puckey*

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

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
PARM'S TREE SERVICE, INC.**

**FOR THE REMOVAL OF STUMPS THROUGHOUT THE CITY**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Parm's Tree Service, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of numerous trees throughout the City; and

WHEREAS, as a result of Emerald Ash Borer, the City has previously removed many of those trees, which has left stumps throughout the City; and

WHEREAS, the City wishes to have specified stumps, identified in Exhibit 1 to this Agreement, removed from the City; and

WHEREAS, the City issued Request for Bids # 1994-21 to obtain bids from qualified providers of the services needed to remove the stumps and restore the ground following the removal of the trees ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall perform all work associated with the complete removal of the stumps specified in Exhibit 1 and the restoration of those sites (the "Services"). The Services shall conform to the most recent version of ANSI Z133.1.

Contractor shall provide all labor, machinery, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses to safely and skillfully remove the stumps (the "Removal"), shall dispose of all materials from the Removal in a lawful manner (the "Disposal"), and shall cause all stumps remaining from the

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

Removal to be ground to a depth of 9” below finished grade (the “Grinding”). Contractor shall also appropriately restore the locations of the stumps (the “Restoration”).

**Removal:** As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of the stumps. Contractor will contact Diggers Hotline at least three business days prior to removing any stumps. Stumps are to be ground to a minimum depth of at least 9” below grade. Surface roots beyond the main stump are to be removed to a depth of five inches below grade measured as a straight line (normal grade of sidewalk to top of curb). Raised parkway areas immediately adjacent to the stump shall also be ground out so that the finish grade matches the surrounding area. Thoroughly remove excess grindings to a minimum of six inches below grade of site.

**Disposal:** All logs, limbs, leaves, wood chips, and cord wood resulting from the removal of the stumps is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner. All wood and debris shall be removed from the street prior to the end of each working day.

**Restoration:** Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to assure future grass growth. Wood chips and soil thrown beyond the hole are to be promptly cleaned up. Holes and depressions are to be filled with at least 6” of screened topsoil free from stones, clay, clumps, and foreign matter as soon as practicable. Holes shall be filled to normal grade level. Soil placed into the hole is to be compacted to guard against depressions settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch is to be seeded with good quality grass seed free from excess weeds. The seed shall be lightly raked into the top layer of soil. A top coat of mulch is to be applied to assure good moisture retention and promote seed germination and grass growth. Should weather conditions not be conducive to assurance of seed germination, the Contractor will conduct a future seed application acceptable to the City’s Project Manager.

Before leaving the work area, Contractor will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on site. If mechanical equipment is used during clean-up, Contractor shall not drag buckets over sidewalks or curbs. Contractor shall blow, rake, sweep, and shovel – as appropriate – grindings from all private property, sidewalks, driveways, parkway panels, gutters, and streets.

Contractor shall remove all utility locate flags when the job is complete.

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

Best practices will be used in the handling of ash trees known to have been infected with Emerald Ash Borer.

When a stump removal operation is in process, Contractor shall have a supervisor available who is knowledgeable about the work being performed. Such supervisor shall be authorized to receive

instructions from the City's Representative and to act upon such instructions, or to transmit such instructions to Contractor immediately. The supervisor must read, speak, and write English competently. The supervisor must have a mobile phone.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor must obtain all necessary information in regard to existing utilities. Contractor is responsible for coordinating disconnection of overhead utilities when such utilities will be or could possibly be adversely impacted during the Services. Possible utilities include Electric Power (Alliant Energy), Telephone Service (AT&T), and Cable Television (Spectrum), Wisconsin Public Service, and City of Sheboygan.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, public safety agencies, and all other property and residents that may be affected by Contractor's operations, at least three business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative.

**Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Contractor shall specifically use industry best practices with respect to handling ash trees known to have been infested with Emerald Ash Borer. The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

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

**Article 3. City's Representative**

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

**Article 4. Compensation**

The City will have the Contractor dispose of ground materials consisting of soil, wood chips, sawdust and other natural materials at the City's dump site in Kiwanis Park or at the City's Municipal Service Building and shall pay Contractor for the Services an amount not to exceed \$84,950 as set forth below:

- Removal of 257 Stumps in Quadrant #1 (Northeast) \$32,250.00
- Removal of 123 Stumps in Quadrant #2 (Northwest) \$16,570.00
- Removal of 184 Stumps in Quadrant #3 (Southeast) \$22,750.00
- Removal of 112 Stumps in Quadrant #4 (Southwest) \$13,380.00

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

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

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

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

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Performance and Payment Bond**

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays, or—to the extent stumps are at a City Park—when a formal rental of the respective park facility is in place.

Contractor shall complete the services on or before December 31, 2021, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

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

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

**Article 9. Workmanship and Quality of Materials**

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

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

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

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

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

### **Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

### **Article 13. Default**

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

**Article 14. Identity of Contractor**

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

**Article 15. Independent Contractor Status**

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

**Article 16. Indemnification**

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

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

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

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

**Article 17. Insurance**

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

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

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement.

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

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

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Performance and Payment Bonds

(collectively “the Contract”).

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

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

#### **Article 30. Non-Collusion**

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

#### **Article 31. Other Provisions**

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation

is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR**

**BY:** \_\_\_\_\_  
David Biebel, Director of Public Works

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

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**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.

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

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**REPORT DATE:** May 4, 2021

**MEETING DATE:** May 11, 2021

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**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 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

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

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

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

\_\_\_\_\_  
Enterprise Fleet Management, Inc.

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

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

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.

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

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

**11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 \_\_\_\_\_

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



## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

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

### BANK INFORMATION

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

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

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

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

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

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

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

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

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

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

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

RESOLVED FURTHER, that:

NAME \_\_\_\_\_  
Print Name Title

NAME \_\_\_\_\_  
Print Name Title

NAME \_\_\_\_\_  
Print Name Title

NAME \_\_\_\_\_  
Print Name Title

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

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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



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

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

\_\_\_\_\_  
City of Sheboygan (Lessee)

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

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

AMENDMENT TO MAINTENANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
City of Sheboygan (Lessee)

By \_\_\_\_\_

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_



## CONSIGNMENT AUCTION AGREEMENT

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

### RECITALS

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

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

### TERMS AND CONDITIONS

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

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

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

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

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

"ENTERPRISE"

"CUSTOMER"

By \_\_\_\_\_  
*Signature*

By \_\_\_\_\_  
*Signature*

Printed Name:

Printed Name:

Title:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Please complete all applicable items.

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

**FLEET MANAGER CONTACT INFORMATION**

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

**FINANCIAL INFORMATION**

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

**ENCLOSING WITH APPLICATION**

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

**CURRENT VEHICLE SUPPLIER**

Purchasing  Leasing  Finance

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

**INSURANCE**

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

## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

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

### BANK INFORMATION

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

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

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

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

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

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

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

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

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

**AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)**

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

RESOLVED FURTHER, that:

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

**NAME** \_\_\_\_\_  
Print Name Title

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

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

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

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Company Name

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

### 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.

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

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

**11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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: \_\_\_\_\_

## 5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2022 <u>Requested</u>	2023 <u>Requested</u>	2024 <u>Requested</u>	2025 <u>Requested</u>	2026 <u>Requested</u>	<u>Total</u>
<b>REVENUES</b>						
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	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
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	\$520,000	\$465,000	\$645,000	\$2,440,000	\$4,070,000
Other Borrowed Funds	\$171,400	\$171,400	\$0	\$0	\$0	\$342,800
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	\$495,000	\$0	\$0	\$0	\$0	\$495,000
<b>TOTAL REVENUE</b>	<b>\$726,400</b>	<b>\$751,400</b>	<b>\$525,000</b>	<b>\$705,000</b>	<b>\$2,500,000</b>	<b>\$5,207,800</b>
<b>City Buildings</b>						
Municipal Service Building Main Electrical Panel Update	\$195,000	\$0	\$0	\$0	\$0	\$195,000
Municipal Service Building Vehicle Wash Facility Construction	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Municipal Service Building Gargage Drain	\$0	\$75,000	\$0	\$0	\$0	\$75,000
Municipal Service Building LED Upgrade Garage/MVD	\$0	\$85,000	\$0	\$0	\$0	\$85,000
ADA Infrastructure Improvements	\$0	\$250,000	\$0	\$0	\$0	\$250,000
Municipal Service Building- Engineering Office Windows	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Municipal Service Building Exterior Improvements	\$0	\$0	\$0	\$165,000	\$0	\$165,000
ADA Infrastructure Improvements - Citywide Program - Buildings	\$0	\$0	\$0	\$250,000	\$0	\$250,000
MSB - Garage Roof Replacement	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
<b>Total - City Buildings</b>	<b>\$445,000</b>	<b>\$410,000</b>	<b>\$100,000</b>	<b>\$415,000</b>	<b>\$2,500,000</b>	<b>\$3,870,000</b>
<b>Traffic Control</b>						
LED Street Lighting Upgrade - TID 16	\$171,400	\$0	\$0	\$0	\$0	\$171,400
LED Street Lighting Upgrade - Citywide	\$110,000	\$0	\$0	\$0	\$0	\$110,000
Traffic Control Upgrade - Citywide	\$0	\$70,000	\$0	\$0	\$0	\$70,000
LED Street Lighting Upgrade - Citywide	\$0	\$100,000	\$0	\$0	\$0	\$100,000
LED Street Lighting Upgrade - TID 16	\$0	\$171,400	\$0	\$0	\$0	\$171,400
Electical Infrastructure Repair - Citywide	\$0	\$0	\$50,000	\$0	\$0	\$50,000
LED Street Lighting Upgrade - Citywide	\$0	\$0	\$200,000	\$0	\$0	\$200,000
LED Street Lighting Upgrade - Blue Harbor	\$0	\$0	\$175,000	\$0	\$0	\$175,000
LED Street Lighting Upgrade - Broughton Drive	\$0	\$0	\$0	\$225,000	\$0	\$225,000
Traffic Control Upgrade - Citywide	\$0	\$0	\$0	\$65,000	\$0	\$65,000
<b>Total Traffic Control</b>	<b>\$281,400</b>	<b>\$341,400</b>	<b>\$425,000</b>	<b>\$290,000</b>	<b>\$0</b>	<b>\$1,337,800</b>
<b>Total Buildings Division</b>	<b>\$726,400</b>	<b>\$751,400</b>	<b>\$525,000</b>	<b>\$705,000</b>	<b>\$2,500,000</b>	<b>\$5,207,800</b>





**5 YEAR CAPITAL IMPROVEMENTS PROGRAM**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
<b>REVENUES</b>						
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
Impact Fees / Room Tax	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Sales	\$18,000	\$18,000	\$27,000	\$30,000	\$20,000	\$113,000
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	\$318,000	\$350,000	\$304,000	\$540,000	\$276,000	\$1,788,000
<b>TOTAL REVENUE</b>	<b>\$336,000</b>	<b>\$368,000</b>	<b>\$331,000</b>	<b>\$570,000</b>	<b>\$296,000</b>	<b>\$1,901,000</b>
<b>Motor Vehicle Fund</b>						
Street Sweeper	\$295,000	\$0	\$0	\$0	\$0	\$295,000
Skid Steer	\$41,000	\$0	\$0	\$0	\$0	\$41,000
Street Sweeper	\$0	\$300,000	\$0	\$0	\$0	\$300,000
Wood Chipper	\$0	\$68,000	\$0	\$0	\$0	\$68,000
Tri-Axle Dump Truck	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Zero Turn Mower (2)	\$0	\$0	\$31,000	\$0	\$0	\$31,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$280,000	\$0	\$280,000
Garbage Truck (Park Department)	\$0	\$0	\$0	\$290,000	\$0	\$290,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$0	\$280,000	\$280,000
Zero Turn Mower	\$0	\$0	\$0	\$0	\$16,000	\$16,000
<b>Total - Motor Vehicle Fund</b>	<b>\$336,000</b>	<b>\$368,000</b>	<b>\$331,000</b>	<b>\$570,000</b>	<b>\$296,000</b>	<b>\$1,901,000</b>

	Property Tax Levy: Capital Project Fund	Police	Street Improvement and Sidewalks	General Government Projects	Fire	Park, Forestry and Open Space Fund	Park Impact Fees	Vehicle / Land Sales	County / State / Federal Grants	Other Municipality Contributions (County Sales Tax)	G. O. Borrowed Funds	Other Borrowed Funds (TIF BORROWING)	Donations	User Fees	Special Assessment	Vehicle Registration Fee (WHEEL TAX)	Other/CDBG	Fund Balance (701 fund)	TOTALS	
<b>MOTOR VEHICLE DIVISION</b>																				
<b>2022</b>																				
Street Sweeper	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ 295,000
Skid Steer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,000	\$ 41,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,000	\$ 336,000
<b>2023</b>																				
Street Sweeper	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,000	\$ 300,000
Woodchipper	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ 68,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 368,000
<b>2024</b>																				
Tri-Axle Dump Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000	\$ 300,000
Zero Turn Mower (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,000	\$ 31,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,000	\$ 331,000
<b>2025</b>																				
Tri-Axle Dump Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,000	\$ 280,000
Garbage Truck (Park Department)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ 290,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540,000	\$ 570,000
<b>2026</b>																				
Tri-Axle Dump Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,000	\$ 280,000
Zero Turn Mower	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ 16,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,000	\$ 296,000

	2022 Requested	2023 Requested	2024 Requested	2025 Requested	2026 Requested	Total
<b>REVENUES</b>						
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	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Park Impact Fee Fund	\$65,000	\$50,000	\$0	\$65,000	\$100,000	\$280,000
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$0	\$0	\$200,000	\$0	\$200,000
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$325,000	\$250,000	\$400,000	\$835,000	\$550,000	\$2,360,000
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	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUE</b>	<b>\$500,000</b>	<b>\$410,000</b>	<b>\$510,000</b>	<b>\$1,210,000</b>	<b>\$760,000</b>	<b>\$3,390,000</b>

**Park & Forestry Division**

Urban Forestry Management Plan	\$110,000	\$0	\$0	\$0	\$0	\$110,000
Evergreen Park Area 5 Improvements	\$140,000	\$0	\$0	\$0	\$0	\$140,000
ADA Infrastructure Improvements - Citywide Program - Parks	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Urban Forestry Management Plan	\$0	\$110,000	\$0	\$0	\$0	\$110,000
Cleveland Park - Splash Pad	\$0	\$250,000	\$0	\$0	\$0	\$250,000
Jaycee Quarry Park Master Plan Design	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Urban Forestry Management Plan	\$0	\$0	\$110,000	\$0	\$0	\$110,000
Veterans Park - Tennis Court Resurfacing	\$0	\$0	\$150,000	\$0	\$0	\$150,000
ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Urban Forestry Management Plan	\$0	\$0	\$0	\$110,000	\$0	\$110,000
Playground Renovations - Deland Beach	\$0	\$0	\$0	\$75,000	\$0	\$75,000
Maywood Environmental Center Improvements	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Jaycee Quarry Park-New Year-Round Shelter	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Urban Forestry Management Plan	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Stonebrook Crossing Playground	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Re-asphalt Lakeview Park Parking	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Re-asphalt Moose Park Parking	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Evergreen Park New Shelter	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Evergreen Trail Improvement	\$0	\$0	\$0	\$0	\$60,000	\$60,000
ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Jaycee Quarry Park Master Plan Improvements	\$0	\$0	\$0	\$0	\$150,000	\$150,000
<b>Total - Public Works</b>	<b>\$500,000</b>	<b>\$410,000</b>	<b>\$510,000</b>	<b>\$1,210,000</b>	<b>\$760,000</b>	<b>\$3,390,000</b>



**5 YEAR CAPITAL IMPROVEMENTS PROGRAM**

	2022 <u>Requested</u>	2023 <u>Requested</u>	2024 <u>Requested</u>	2025 <u>Requested</u>	2026 <u>Requested</u>	<u>Total</u>
<b>REVENUES</b>						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
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	\$105,000	\$0	\$455,000	\$2,500,000	\$105,000	\$3,165,000
Other Municipality Contributions	\$411,000	\$411,000	\$411,000	\$411,000	\$411,000	\$2,055,000
G. O. Borrowed Funds	\$705,000	\$3,054,000	\$2,089,000	\$2,694,000	\$2,269,000	\$10,811,000
Other Borrowed Funds	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Vehicle Registration Fee	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$3,725,000
Other/CDBG	\$234,000	\$0	\$0	\$0	\$0	\$234,000
Fund Balance	\$250,000	\$100,000	\$0	\$0	\$1,000,000	\$1,350,000
<b>TOTAL REVENUE</b>	<b>\$3,050,000</b>	<b>\$6,410,000</b>	<b>\$4,300,000</b>	<b>\$6,950,000</b>	<b>\$5,130,000</b>	<b>\$25,840,000</b>

<b>Streets</b>						
Enterprise Asset Management Software	\$250,000	\$0	\$0	\$0	\$0	\$250,000
North 10th Street (North Avenue to School Avenue)	\$375,000	\$0	\$0	\$0	\$0	\$375,000
North Avenue (Calumet Drive to Taylor Drive)	\$1,200,000	\$0	\$0	\$0	\$0	\$1,200,000
St. Clair Avenue (North Ninth Street to North 14th Street)	\$375,000	\$0	\$0	\$0	\$0	\$375,000
Calumet Drive Panel Replacement (Sibley Court to City Limits)	\$500,000	\$0	\$0	\$0	\$0	\$500,000
CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Construction	\$0	\$0	\$0	\$0	\$0	\$0
CMAQ-14th Street Traffic Flow Construction	\$0	\$0	\$0	\$0	\$0	\$0
CMAQ-Taylor Drive Traffic Flow Construction	\$0	\$0	\$0	\$0	\$0	\$0
Storm Water Management Plan	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Pennsylvania Avenue (5th Street to Broughton Drive)-TID 20	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
North 25th Street (Kohler Memorial Drive to North Avenue)	\$0	\$1,160,000	\$0	\$0	\$0	\$1,160,000
South 11th Street (Indiana Avenue to Union Avenue)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Indiana Avenue (Bridge to 24th Street)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
South 18th Street (Mead Avenue to Washington Avenue)	\$0	\$800,000	\$0	\$0	\$0	\$800,000
South 14th Street/South Business Drive Panel Replacement (Erie Avenue to Union /	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Benchmark Modernization Program	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Storm Water Management Plan	\$0	\$250,000	\$0	\$0	\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Wilson Avenue (Lakeshore Drive to South Business Drive)	\$0	\$0	\$1,450,000	\$0	\$0	\$1,450,000
North 15th Street Design (Calumet Drive to Mayflower Avenue)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Erie Avenue (North 19th Street to Taylor Drive)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
New Jersey Avenue (South 13th Street to Wildwood Drive)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
South Business Drive Panel Replacement (Wilson Avenue to Washington Avenue)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Storm Water Management Plan	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Weeden Creek Road (South 12th Street-South Business Drive)	\$0	\$0	\$0	\$500,000	\$0	\$500,000
North 15th Street (Calumet Drive to Mayflower Avenue)	\$0	\$0	\$0	\$5,500,000	\$0	\$5,500,000
Lincoln Avenue (North Point Drive to North 6th Street)	\$0	\$0	\$0	\$600,000	\$0	\$600,000
Storm Water Management Plan	\$0	\$0	\$0	\$250,000	\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	\$100,000	\$0	\$100,000
North Avenue and North Taylor Drive Intersection	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
Lakeshore Drive (Mead Avenue to RR Tracks)	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
South 12th Street (Greenfield Avenue to Camelot Boulevard)	\$0	\$0	\$0	\$0	\$750,000	\$750,000
South 17th Street (Wilson Avenue to Union Avenue)	\$0	\$0	\$0	\$0	\$800,000	\$800,000
Oakland Avenue (South Business Drive to South 11th Street)	\$0	\$0	\$0	\$0	\$730,000	\$730,000
Storm Water Management Plan	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	\$0	\$100,000	\$100,000
<b>Total Streets</b>	<b>\$3,050,000</b>	<b>\$6,410,000</b>	<b>\$4,300,000</b>	<b>\$6,950,000</b>	<b>\$5,130,000</b>	<b>\$25,840,000</b>

	Property Tax Levy: Capital Project Fund	Police	Street Improvement and Sidewalks	General Government Projects	Fire	Park, Forestry and Open Space Fund	Park Impact Fees	Vehicle / Land Sales	County / State / Federal Grants	Other Municipality Contributions (County Sales Tax)	G. O. Borrowed Funds	Other Borrowed Funds (TIF Borrowing)	Donations	User Fees	Special Assessment	Vehicle Registration Fee (Wheel Tax)	Other/CDBG	Fund Balance	TOTAL	
<b>ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION</b>																				
<b>2022</b>																				
Enterprise Asset Management Software		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000	\$ 250,000
North 10th Street (North Avenue to School Avenue)	\$	-	\$	-	\$	-	\$	-	\$	105,000	\$	270,000	\$	-	\$	-	\$	-	\$	375,000
North Avenue (Calumet Drive to Taylor Drive)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	455,000	\$	-	\$	-	\$	-	\$	1,200,000
St. Clair Avenue (North Ninth Street to North 14th Street)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	141,000	\$	-	\$	-	\$	234,000	\$	375,000
Calumet Drive Panel Replacement (Sibley Court to City Limits)	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500,000
CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
CMAQ-14th Street Traffic Flow Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
CMAQ-Taylor Drive Traffic Flow Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Storm Water Management Plan	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000	\$	-	\$	-	\$	-	\$	250,000
Sidewalk Repair/Replacement Program (Citywide)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	100,000
<b>TOTALS</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>500,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>105,000</b>	<b>\$</b>	<b>411,000</b>	<b>\$</b>	<b>705,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,050,000</b>
<b>2023</b>																				
Pennsylvania Avenue (5th Street to Broughton Drive)-TID 20	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,500,000	\$	-	\$	-	\$	-	\$	1,500,000
North 25th Street (Kohler Memorial Drive to North Avenue)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	415,000	\$	-	\$	-	\$	745,000	\$	1,160,000
South 11th Street (Indiana Avenue to Union Avenue)	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	1,000,000
Indiana Avenue (Bridge to 24th Street)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	411,000	\$	589,000	\$	-	\$	-	\$	1,000,000
South 18th Street (Mead Avenue to Washington Avenue)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	800,000	\$	-	\$	-	\$	-	\$	800,000
South 14th Street/South Business Drive Panel Replacement (Erie Avenue to Union Avenue)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	500,000
Benchmark Modernization Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	100,000
Storm Water Management Plan	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000	\$	-	\$	-	\$	-	\$	250,000
Sidewalk Repair/Replacement Program (Citywide)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	100,000
<b>TOTALS</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>500,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>411,000</b>	<b>\$</b>	<b>3,054,000</b>	<b>\$</b>	<b>1,500,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>6,410,000</b>
<b>2024</b>																				
Wilson Avenue (Lakeshore Drive to South Business Drive)	\$	-	\$	-	\$	-	\$	-	\$	105,000	\$	411,000	\$	189,000	\$	-	\$	745,000	\$	1,450,000
North 15th Street Design (Calumet Drive to Mayflower Avenue)	\$	-	\$	-	\$	-	\$	-	\$	350,000	\$	-	\$	150,000	\$	-	\$	-	\$	500,000
Erie Avenue (North 19th Street to Taylor Drive)	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500,000
New Jersey Avenue (South 13th Street to Wildwood Drive)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	\$	-	\$	-	\$	1,000,000
South Business Drive Panel Replacement (Wilson Avenue to Washington Avenue)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	500,000
Storm Water Management Plan	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000	\$	-	\$	-	\$	-	\$	250,000
Sidewalk Repair/Replacement Program (Citywide)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	\$	100,000
<b>TOTALS</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>500,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>455,000</b>	<b>\$</b>	<b>411,000</b>	<b>\$</b>	<b>2,089,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>4,300,000</b>

	Property Tax Levy: Capital Project Fund	Police	Street Improvement and Sidewalks	General Government Projects	Fire	Park, Forestry and Open Space Fund	Park Impact Fees	Vehicle / Land Sales	County / State / Federal Grants	Other Municipality Contributions (County Sales Tax)	G. O. Borrowed Funds	Other Borrowed Funds (TIF Borrowing)	Donations	User Fees	Special Assessment	Vehicle Registration Fee (Wheel Tax)	Other/CDBG	Fund Balance	TOTAL
<b>2025</b>																			
Weeden Creek Road (South 12th Street-South Business Drive)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
North 15th Street (Calumet Drive to Mayflower Avenue)	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 411,000	\$ 1,344,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 745,000	\$ -	\$ -	\$ 5,500,000
Lincoln Avenue (North Point Drive to North 6th Street)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
Storm Water Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
<b>TOTALS</b>	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 411,000	\$ 2,694,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 745,000	\$ -	\$ -	\$ 6,950,000
<b>2026</b>																			
North Avenue and North Taylor Drive Intersection	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 745,000	\$ -	\$ -	\$ 1,500,000
Lakeshore Drive (Mead Avenue to RR Tracks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
South 12th Street (Greenfield Avenue to Camelot Boulevard)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 411,000	\$ 339,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
South 17th Street (Wilson Avenue to Union Avenue)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ -	\$ 695,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
Oakland Avenue (South Business Drive to South 11th Street)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 730,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 730,000
Storm Water Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
<b>TOTALS</b>	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ 411,000	\$ 2,269,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 745,000	\$ -	\$ 1,000,000	\$ 5,130,000
		\$ 2,500,000						\$ 3,165,000	\$ 2,055,000	\$ 10,811,000					\$ 500,000	\$ 3,725,000			\$ 25,840,000

**5 YEAR CAPITAL IMPROVEMENTS PROGRAM**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
<b>REVENUES</b>						
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	\$15,000	\$0	\$0	\$0	\$0	\$15,000
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	\$20,000	\$0	\$80,000	\$100,000
User Fees	\$10,185,000	\$1,995,000	\$1,930,000	\$1,875,000	\$1,920,000	\$17,905,000
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
<b>TOTAL REVENUE</b>	<b>\$10,200,000</b>	<b>\$1,995,000</b>	<b>\$1,950,000</b>	<b>\$1,875,000</b>	<b>\$2,000,000</b>	<b>\$18,020,000</b>

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
<b>Wastewater Utility</b>						
Lake Shore Interceptor Project	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000
Primary Clarifier Number Three Drive	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Secondary Clarifier Number One Drive	\$90,000	\$0	\$0	\$0	\$0	\$90,000
Screen / Scum Rejects System Upgrade	\$125,000	\$0	\$0	\$0	\$0	\$125,000
South Aeration Upgrade	\$385,000	\$0	\$0	\$0	\$0	\$385,000
Jet Truck	\$265,000	\$0	\$0	\$0	\$0	\$265,000
Chip Seal Asphalt Surfaces	\$85,000	\$0	\$0	\$0	\$0	\$85,000
East Primary Screen Chain Replacement	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Sewer Line Reconstruction / Relining Program	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Mini Storm Sewer Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Primary Clarifier Number One Drive	\$0	\$120,000	\$0	\$0	\$0	\$120,000
Secondary Clarifier Number Three Drive	\$0	\$90,000	\$0	\$0	\$0	\$90,000
North Aeration Upgrade	\$0	\$385,000	\$0	\$0	\$0	\$385,000
Anaerobic Digester Heat Exchanger Replacement	\$0	\$225,000	\$0	\$0	\$0	\$225,000
6th and Pershing Lift Station-Rehab	\$0	\$125,000	\$0	\$0	\$0	\$125,000
Sewer Line Reconstruction /Relining Program	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Mini Storm Sewer Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Bleach Tank and Bisulfite Tank Replacement	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Administrative HVAC Upgrade	\$0	\$0	\$550,000	\$0	\$0	\$550,000
Paint Indiana Avenue Pump Station	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sewer Line Reconstruction / Relining Program	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Mini Storm Sewer Program	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Aeration Blower Four	\$0	\$0	\$0	\$350,000	\$0	\$350,000
Ferric Chloride Tank Replacement	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Grit System Modifications	\$0	\$0	\$0	\$125,000	\$0	\$125,000
North Avenue Lift Station Controls	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Replace North Entrance Gates	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Sewer Line Reconstruction / Relining Program	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Mini Storm Sewer Program	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Administrative Building Roof Replacement	\$0	\$0	\$0	\$0	\$550,000	\$550,000
Indiana Lift Station Wet Well Isolation	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Sewer Line Reconstruction / Relining Program	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Mini Storm Sewer Program	\$0	\$0	\$0	\$0	\$50,000	\$50,000
<b>Total - Wastewater Utility</b>	<b>\$10,200,000</b>	<b>\$1,995,000</b>	<b>\$1,950,000</b>	<b>\$1,875,000</b>	<b>\$2,000,000</b>	<b>\$18,020,000</b>

	Property Tax Levy: Capital Project Fund	Police	Street Improvement and Sidewalks	General Government Projects	Fire	Park, Forestry and Open Space Fund	Park Impact Fees	Vehicle / Land Sales	County / State / Federal Grants	Other Municipality Contributions (County Sales Tax)	G. O. Borrowed Funds	Other Borrowed Funds (TIF Borrowing)	Donations	User Fees	Special Assessment	Vehicle Registration Fee (Wheel Tax)	Other/CDBG	Fund Balance	TOTALS	
<b>WASTEWATER DIVISION</b>																				
<b>2022</b>																				
Lake Shore Interceptor Project	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8,000,000	\$	-	\$	8,000,000
Primary Clarifier Number Three Drive	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	120,000	\$	-	\$	120,000
Secondary Clarifier Number One Drive	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	90,000	\$	-	\$	90,000
Screen / Scum Rejects System Upgrade	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125,000	\$	-	\$	125,000
South Aeration Upgrade	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	385,000	\$	-	\$	385,000
Jet Truck	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	250,000	\$	-	\$	265,000
Chip Seal Asphalt Surfaces	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	85,000	\$	-	\$	85,000
East Primary Screen Chain Replacement	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	80,000	\$	-	\$	80,000
Sewer Line Reconstruction / Relining Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	\$	1,000,000
Mini Storm Sewer Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	50,000
<b>TOTALS</b>	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	10,185,000	\$	-	\$	10,200,000
<b>2023</b>																				
Primary Clarifier Number One Drive	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	120,000	\$	-	\$	120,000
Secondary Clarifier Number Three Drive	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	90,000	\$	-	\$	90,000
North Aeration Upgrade	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	385,000	\$	-	\$	385,000
Anaerobic Digester Heat Exchanger Replacement	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	225,000	\$	-	\$	225,000
6th and Pershing Lift Station-Rehab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125,000	\$	-	\$	125,000
Sewer Line Reconstruction /Relining Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	\$	1,000,000
Mini Storm Sewer Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	50,000
<b>TOTALS</b>	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,995,000	\$	-	\$	1,995,000
<b>2024</b>																				
Bleach Tank and Bisulfite Tank Replacement	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000	\$	-	\$	250,000
Administrative HVAC Upgrade	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	550,000	\$	-	\$	550,000
Paint Indiana Avenue Pump Station	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	80,000	\$	-	\$	100,000
Sewer Line Reconstruction / Relining Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,000,000	\$	-	\$	1,000,000
Mini Storm Sewer Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	50,000
<b>TOTALS</b>	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	1,930,000	\$	-	\$	1,950,000

	Property Tax Levy: Capital Project Fund	Police	Street Improvement and Sidewalks	General Government Projects	Fire	Park, Forestry and Open Space Fund	Park Impact Fees	Vehicle / Land Sales	County / State / Federal Grants	Other Municipality Contributions (County Sales Tax)	G. O. Borrowed Funds	Other Borrowed Funds (TIF Borrowing)	Donations	User Fees	Special Assessment	Vehicle Registration Fee (Wheel Tax)	Other/CDBG	Fund Balance	TOTALS
<b>2025</b>																			
Aeration Blower Number Five	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Ferric Chloride Tank Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Grit System Modifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
North Avenue Lift Station Controls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Replace North Entrance Gates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Sewer Line Reconstruction / Relining Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Mini Storm Sewer Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,875,000	\$ -	\$ -	\$ -	\$ -	\$ 1,875,000
<b>2026</b>																			
Administrative Building Roof Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Indiana Lift Station Wet Well Isolation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Sewer Line Reconstruction / Relining Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Mini Storm Sewer Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 1,920,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000

\$ 18,020,000