11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, April 12, 2022
5:45 PM
South Conference Room
Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

   a. March 8, 2022 Minutes

3) Resolutions

   Action requested: review and recommend approval

   a. **RESOLUTION 3943** A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000

   b. **RESOLUTION 3945** A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468

   c. A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet

4) Discussion Items

   Discussion and Possible Action

   a. Prairie View Lane Drainage CIP Status Update

   b. 2022 Work Plan (4.12.22)

5) Adjourn

Dated: April 12, 2022 */s/ Dale Mayr, Chair*

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Works Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us
Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, March 8, 2022
6:00 PM
South Conference Room

Minutes

1) Call to Order, Roll Call
Alderman Mayr called the meeting to order at 6:00 PM.

Present:
Chair Dale Mayr
Alderman Andrew Nerbun
Alderman Brian Parrish

Also present were Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Fleet Superintendent Zeller, Parks and Forestry Superintendent Gies, Assistant City Engineer McCraw, Engineering Technician Dandy, and Administrative Assistant Deuster.

2) Approval of Minutes

a. December 14, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

3) Resolutions
Action requested: review and recommend approval

a. **RESOLUTION 3912** A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park

The board spoke of agreement with increased fees for additional days but were concerned with coverage needed by the Public Safety Departments and not having a fee applied. The board also agreed with the Finance & Personnel Committee creating a policy for adjustment to the fees/fee schedule for larger groups.

Alderman Nerbun made a motion to approve staff recommendations with the understanding the City will monitor the actuals for the emergency services and come up with a policy that maybe if the City does not waive it in full but discount it for future events after the event. He also recommended a policy be formalized in F&P.

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

b. **RESOLUTION 3919** A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

Alderman Mayr inquired if the new fencing would match the current fencing at the park.

Parks and Forestry Superintendent Gies stated it would match the same strapping and gage as the current fencing on field 3. It also has the tension ribbon on the panels.

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

c. **RESOLUTION 3926** A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT)Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

Alderman Parrish stated the City was lucky to have a community group take on the leg work but spoke of concern with all the other items like a sidewalk policy that this rose to the top so quickly. Also stating concern with easements, maintenance, and other City requirements that would need to be addressed.

Alderman Mayr asked why they chose one side over the other. The other side does have Highland Woods and MATC property that would provide more paths to bike through.

Director of Public Works/City Engineer stated the linear connection between the OIT and Rotary Park was why they put it on the north side of the road. Even if that is the only scope they move forward with, it does not mean the City can't examine the potential for those additional connections in partner with this project or separately.

Alderman Mayr clarified if the committee approves this then Mequon is in agreement that they can go forward with pursuing the grant.

Director of Public Works/City Engineer Lundeen stated at its base the resolution is required in order for TAP grant to be able to move forward. It is a requirement for the application. This would allow them to check the box in order to complete their submittal. There is a selection process that goes through that will ultimately determine if the project will be funded. At that point if it is the DOT would require a contract similar to what we have done with OWLT or the Rotary for the riverwalk that has been done in the past. This is where the MOU would detail all the terms and conditions.

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Mayr
AYES:	Mayr, Nerbun, Parrish

d. **RESOLUTION 3925** A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for $213,329, Engine and Aftertreatment 5-year Warranty for $2,200, and Additional Components for $3,500 for a Total Cost of $219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of $40,340.69

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

e. Motion to Suspend the Rules and vote on Resolutions F, G, and H at one time.

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

f. **RESOLUTION 3927** A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of $2,675,000

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Parrish
AYES:	Mayr, Nerbun, Parrish

g. **RESOLUTION 3928** A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed $73,000.

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES:	Mayr, Nerbun, Parrish

h. **RESOLUTION 3929** A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed $305,000.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Parrish

AYES:	Mayr, Nerbun, Parrish

4) Discussion Items

Discussion and Possible Action

a. 2022 Work Plan (3.8.22)

Provided for the Committee's review is the 2022 Work Plan.

5) Adjourn

a. Motion to Adjourn at 6:31 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Parrish

AYES:	Mayr, Nerbun, Parrish

Respectfully Submitted,

Casey Deuster
Administrative Assistant

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us
Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: April 12, 2022
SUBJECT: RESOLUTION 3943 A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000

Background

Many Mequon-Thiensville user groups have utilized City parks for practices, games, and tournaments throughout the years. In the beginning, user groups simply utilized the fields through a rental agreement. Fields were maintained by City Parks Division Staff. Over time, some levels of play have required additional field maintenance that the city did not provide for public fields. That type of maintenance includes pitching mound construction and maintenance, base line lining, infield raking, and turf repair, among others. More specifically, this additional maintenance had been more exclusive at Rennicke Field behind City Hall and at Schmit Field in Rotary Park.

As these services are not required for basic, public park use, the user groups provided these services themselves, with permission of the City. At first, user groups utilized volunteers, but eventually some maintenance evolved into contracted services. Rennicke Field previously had an entire board that oversaw field maintenance.

With more user groups and higher demand for fields, City staff worked with the user groups to determine if there was a better mechanism to provide field management and maintenance for each of the City ballfields. Park staffing levels are insufficient to provide the dedicated field maintenance services required by the various user groups. Some of the user groups are subject to field regulations established by a parent organization or association, as is the case with Homestead Baseball and the Wisconsin Interscholastic Athletic Association (WIAA).

In response to the field demands of the user groups and coupled with a request by the users to further consolidate maintenance and costs, staff is recommending that the City hire a contractor for field management and maintenance not only at Rennicke and Schmit Fields, as in 2021, but all (10) ballfields within the City's parks. The City will administer the contract and provide an equitable pass-through cost for the services to the applicable user groups. The impacted user groups support this request.

Analysis

City staff issued a request for proposals (RFP) to solicit quotes from contractors to perform field management and maintenance services. One local contractor responded to the RFQ, and the contractor has previously completed field maintenance at City fields in 2021. Staff is recommending approval of the contract with reimbursement from the applicable user groups.

Previously, fees for user groups were administered through a Sports/Park Field Use Application Form. City staff created a supplemental form to administer an equitable distribution of the contracted services fee. As transitioning to contracted field management services appears to be the new normal, a subsequent resolution recommends an amendment to the fee schedule for the correlating fees. The fee distribution will be based upon the distribution of field use and the direct maintenance cost per field.

The user groups impacted by this proposal have requested this process and agree with the proposal. With the consolidation of costs spread to all the user groups to create equity, a cost savings of maintenance fees may be realized as a result to users that were previously being burdened with all the field expenses.
The user group at Lemke Park opted out of the field maintenance services, so those fields are not included in the recommended award.

The contractor provided an option for a second-year contract renewal. Staff is not requesting award for the second year at this time, to avoid obligating the user groups beyond the 2022 season. If the user groups are in favor of continuing field maintenance services in 2023, staff will bring forward a recommendation for award at that time.

Fiscal Impact

The 2022 budget included a $15,500 contract for field management and maintenance, based upon 2021 contracted costs. City staff is requesting an amendment of $19,500 to the Parks contracted services budget and the correlating Parks revenue account to show the pass-through costs associated with the new contract. The fiscal impact is thus net neutral for the City.

SMB Landscape Contractors, LLC submitted a quote for $41,500 for the season. In 2021, the contract only included Rennicke and Schmit Fields. The proposal in 2022 now includes all (10) of the City ballfields. City staff will utilize the user group schedules to allocate the cost of the contract across all user groups through a supplemental rental agreement. If the user groups do not agree with the supplemental fees, City staff will not execute the contract for those fields.

If approved, in future budget cycles, the Parks Contracted Services budget will include an expenditure for field management and maintenance services. The Parks Revenue budget will include the coinciding fees that will be paid by each user group. The fees are included in this year’s Fee Schedule amendment at an equitable share of the cost of the contract base on each user groups’ percentage of field use. The ultimate fiscal impact will be net neutral to the City, administered as a pass-through cost. If future user groups do not require this service, the City will not pursue a contract. In that case, neither the expense nor the revenue will impact the budget.

Below is a table summarizing the breakdown by field for contracted services in 2022. Please note that staff is not recommending award for Lemke, as noted above.

Field	Quote	Recommendation

Rennicke	$9,200.00	$9,200.00
Schmit	$6,300.00	$6,300.00
Rotary South	$3,250.00	$3,250.00
Rotary North (MATC)	$3,250.00	$3,250.00
Rotary Northwest	$3,250.00	$3,250.00
River Barn 1	$3,250.00	$3,250.00
River Barn 2	$3,250.00	$3,250.00
River Barn 3	$3,250.00	$3,250.00
Lemke 1	$3,250.00	$0
Lemke 2	$3,250.00	$0
TOTAL:	**$41,500.00**	**$35,000**

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing the contract for 2022 field maintenance services.

Attachments:
SMB Landscape Contractors LLC, Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3943

A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000

RECITALS

A. The City has rental agreements with user groups to allow for baseball/softball to be played at all four of Mequon's Community Parks, (Community Park, River Barn Park, Lemke Park, and Rotary Park) during their spring, summer, and fall seasons.

B. The City currently mows, field preps once weekly, applies herbicide, fertilizes, aerates, services lights, services irrigation, services scoreboards, organizes field calendars, and provides all field materials for all (10) fields located at the Community Parks.

C. The user groups are subject to field maintenance requirements administered through outside regulatory bodies.

D. City field maintenance does not meet the regulatory field maintenance requirements and current staffing levels do not allow for the City to provide additional field maintenance.

E. At the request of the user groups, the City issued a request for quotes to include services of a Maintenance and Field Manager for Rennicke Field, (3) fields at River Barn, (2) fields at Lemke, and (4) fields at Rotary.

F. The City will administer the contract terms for Maintenance and Field Manager for any of the eight (8) fields and impacted users will be responsible for the full contract fee. Fee administration will be addressed through a supplemental form on the existing rental agreement with an amendment made to the fee schedule to represent actual costs.

G. The contract will be paid from the Parks Contracted Services - Maintenance account (110474 683202) with fees collected from the user groups deposited into the Fees - Park Reservations account (110000 448201), with no net impact to the City budget. Each budget line item shall be increased by $19,500 to adjust for the contract award amount.

H. The Public Works Committee recommended approval of the contract award to SMB Landscape Contractors, LLC in the amount of $35,000 and subsequent agreements with the user groups and amendment to the fee schedule to cover the contract cost.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Field Maintenance contract with SMB Landscape Contractors, LLC of

Thiensville, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

____

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

____

Caroline Fochs, City Clerk

SMB Landscape Contractors, LLC
262-951-5246

March 14, 2022

Mike Gies
Parks and Forestry Superintendent
Mequon Wisconsin

Dear Mike,

Thank you for affording us the opportunity to submit a proposal for the 2022 and 2023 field maintenance contract. SMB Landscape Contractors has been providing services for the community since 2005. For the past two years we have maintained the Mequon-Thiensville Little League baseball diamonds. In 2021, we began maintenance for the City of Mequon's Schmit and Rennicke fields. It's important to SMB to have the fields looking their best and play well as they represent our community. We take pride in our workmanship and look forward to starting again this season!

Upon review of the RFQ and acceptance of our bid, we request permission to begin working in advance of the common council vote. The contract date begins April 15th 2022. Spring cleaning tasks are included in the contract prices and are necessary to conduct as soon as the weather permits. Also, Homestead tryouts are at the end of March (21st-28th). We would like to oversee conditions and make decisions if fields are useable and will communicate with appropriate teams on playability. This would also apply for the 2023 season as well.

Thank you again for the opportunity to submit a proposal for the field maintenance contract for the 2022 and 2023 seasons. We look forward to continuing our relationship with Mequon and providing this unique service for the community.

Regards,

Mark Behnke
SMB Landscape Contractors, LLC
Owner

SMB Landscape Contractors, LLC
References

Mequon Thiensville Little League / Mequon Heat
Steven Wirth
414-640-4667
Field Maintenance

Erik Andersen
11541 Manor Cr.
Mequon, WI 53092
262-227-9797
Landscape Maintenance

Holiday Inn Express
Atif Kahn
4443 W. Schroeder Dr
Brown Deer, WI 53223
414-704-2163
Landscape Maintenance

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
American Family Insurance - Business Insurance
PO Box 5316
Binghamton, NY 13902

CONTACT NAME: American Family Insurance - Business Insurance
PHONE (A/C, No, Ext): 866-908-0626 FAX (A/C, No):
E-MAIL ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SMB LANDSCAPE CONTRACTORS LLC
606 ALTA LOMA DR
THIENSVILLE WI 53092

COVERAGES CERTIFICATE NUMBER: 262397822948289 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [ ] OCCUR [X]	N	N	GLP1054976	11/21/2021	11/21/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB; OCCUR						EACH OCCURRENCE	
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	
	DED; RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	
							AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Landscape and Gardening Services

CERTIFICATE HOLDER
SMB LANDSCAPE CONTRACTORS LLC

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[signature]

Estimate

Name/Address
City of Mequon Attn: Mike Gies 11333 N Cedarburg Rd Mequon, WI 53092

SMB Landscape Contractors, LLC
PO Box 553
Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1421	

Item	Description	Quantity	Cost	Total
	Baseball/Softball Daily Field Maintenance- ****2022**** Pre-Season preparations to include edging fields, packing bases, mound and batters boxes and nail dragging and grooming. General clean up of all locations listed below. Any additional work billed separately to user from Mequon. Cost will be determined by project/additional maintenance. Will work with local municipalities for material. Maintenance on Saturday and Sundays will have an additional charge. Dragging Fields Monday-Friday Rennicke (1)(M-F) Schmit (1)(M-F) Riverbarn Park (3) (M-F) Rotary Park (3) (M-F) Lemke (2) (M-F) The terms of this contract shall be binding on the parties hereto, their heirs, executors, administrators, representatives, successors, and assigns.			
Thank you for allowing us to quote this project. We look forward to working with you.			Total	

Estimate

Name/Address
City of Mequon Attn: Mike Gies 11333 N Cedarburg Rd Mequon, WI 53092

SMB Landscape Contractors, LLC
PO Box 553
Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1421	

Item	Description	Quantity	Cost	Total
	This contract can be changed on by and agreement in writing signed by each party. The Owner/General Contractor and Contractor have signed this contract as of the day below. Steven (Mark) Behnke - SMB 3/14/2022			
Project	Rennicke (M-F)	1	9,200.00	9,200.00
Project	Schmit (M-F)	1	6,300.00	6,300.00
Project	Rotary South	1	3,250.00	3,250.00
Project	Rotary North (MATC)	1	3,250.00	3,250.00
Project	Rotary North West	1	3,250.00	3,250.00
Project	River Barn 1	1	3,250.00	3,250.00
Project	River Barn 2	1	3,250.00	3,250.00
Project	River Barn 3	1	3,250.00	3,250.00
Project	Lemke 1	1	3,250.00	3,250.00
Project	Lemke 2	1	3,250.00	3,250.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00
Thank you for allowing us to quote this project. We look forward to working with you.			Total	$41,500.00

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us
Office of Public Works

TO:	**Public Works Committee**
FROM:	**Tim Weyker, Deputy Director of Public Works**
DATE:	**April 4, 2022**
SUBJECT:	**RESOLUTION 3945 A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468**

Background

The Department of Public Works Equipment Replacement Program provides for the purchase and replacement of vehicles and equipment for all divisions across the Department. The Wastewater Division and the Water Utility have separate budgets that support the replacement of their respective equipment. The replacement program provides funding for smaller items such as lawn mowers and chain saws to larger vehicles such as plow trucks, loaders, and excavators. The equipment replacement presented in the attached resolution pertains only to the following unit of the Equipment Replacement Program.

- Caterpillar Excavator - Current unit #337 (2003 model year with over 7,800 hours) will be traded in and replaced with a similar unit.

The City's Caterpillar excavators are some of the most used pieces of equipment in the fleet and are used for a very wide variety of projects including excavating, ditching, tree handling during tree removal, emergency storm response, stump grinding, and roadside slope brush mowing. Over time, the Department has been very happy with the dependability and performance of the Caterpillar units, which have many attachments including several types of buckets, a brush mower, and a stump grinder. For these reasons, the Department is seeking a Caterpillar replacement excavator.

The attached Caterpillar M320 Quote from Fabick Cat is through the Sourcewell Cooperative Purchasing Program (# 032119-CAT) which meets the City's financial policy as well as State requirements for public procurement.

The attached PWSB - City of Mequon Proposal is for six-year financing/governmental leasing of the excavator through Port Washington State Bank in partnership with BB Community Leasing Services Inc.

Analysis

The 2018 Mercury Associates, Inc. Fleet Rightsizing and Replacement Study's recommended asset life cycle of this excavator is 120 months, or 10 years. Since this unit was already 15 years old at the time of the study, the consultant had projected the remaining life of this asset at 0 months and scheduled it for replacement in 2021.

As the Department experienced with the purchase of a plow truck for 2022, supply chain issues continue to affect the industry. At this time, the State's authorized Caterpillar dealer, Fabick Cat, only has one unit on order for the price shown in the attached proposal. Fabick Cat projects that the next round of orders will include an approximate 10% price increase.

The original quote from Fabick Cat included financing options through Caterpillar Financial Services Corporation at their governmental rate of 4.74%. The Finance Department obtained a financing quote through Port Washington State Bank/BB Community Leasing Services Inc. for 3.0% lowering the total cost of the purchase by nearly $13,000.

Fiscal Impact

Financing for larger pieces of equipment is required due to capital funding limitations. Recent funding for the DPW Equipment Replacement Account averages $350,000 per year. With a goal to replace at least one plow truck each year (which is an 18-year replacement cycle, as opposed to the recommended 10-12-year cycle identified in the Mercury study), and recent plow truck purchases averaging $210,000, there is not sufficient funding available to make these other larger purchases outright. The total cost of the excavator after trade is $285,000. By financing through Port Washington State Bank/BB Community Leasing Services Inc. at 3.0% for six years, the total cost of the excavator is $306,468. See attached PWSB - City of Mequon Proposal for the amortization schedule and financing details.

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 to cover the first-year financing of this unit as recommended.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the purchase of the Caterpillar excavator from Fabick Cat, Milwaukee, Wisconsin for $285,000 (with trade) and six-year financing of the excavator from Port Washington State Bank/BB Community Leasing Services, Inc. for $51,078/year for a total cost of $306,468.

Attachments:
City of Mequon M320 Quote Updated (PDF)
PWSB - City of Mequon Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3945

A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468

RECITALS

A. The City of Mequon Department of Public Works 2022 equipment replacement program plan includes replacing excavator #337.

B. The Department of Public Works' Fleet Division obtained a Sourcewell Cooperative Purchasing Program (# 032119-CAT) financing proposal through Fabick Cat for a replacement Caterpillar excavator with trade in of our current 2003 Caterpillar excavator.

C. The Finance Department obtained a financing proposal from Port Washington State Bank/BB Community Leasing Services, Inc. that was more favorable than financing through Cat Financial Services.

D. The proposals were reviewed by staff for compliance with requirements specified.

E. Adequate funds are available for the 2022 financing payment in the Department of Public Works equipment replacement fund, account # 410787-725012-10359.

F. The Committee on Public Works, at its meeting on April 12, 2022, approved staff's recommendations.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Purchase of a Caterpillar Model: M320-07 Wheel Hex excavator as proposed is approved and awarded to Fabick Cat, Milwaukee, Wisconsin for a total cost of $285,000 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Financing for the purchase of the excavator through Port Washington State Bank/BB Community Leasing Services, Inc. for six years as proposed is approved at 3.0 % with annual payments of $51,078 for a total financed cost of $306,468 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

3. The Mayor, City Clerk, and Director of Finance are authorized and directed to

execute and deliver the same.

____

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

____

Caroline Fochs, City Clerk

Proposal

QUOTE NUMBER |179618-01
Mar 30, 2022

CATERPILLAR INC. M320-07

PREPARED FOR
CITY OF MEQUON

March 30, 2022

CITY OF MEQUON
60W CITY HALL
MEQUON, WISCONSIN, 53092-1930

Dear Todd Zeller,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: M320-07 Wheel Hex with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 21M9429
SERIAL NUMBER: 0KE420020
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Andrew Wiemero
Machine Sales Representative
Fabick Cat
andrew.wiemero@fabickcat.com
(414) 265-6872

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"

One (1) Caterpillar Inc. Model: M320-07 Wheel Hex with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -One-touch low idle with automatic -engine speed control -Automatic engine idle shutdown -Work up to 3000 m (9,842 ft) above sea -level without engine power de-rating -52C (125F) high-ambient cooling -capacity -Cold starting capability for -18C (0F) -Double element air filter with -integrated precleaner -Electric fuel priming pump -Biodiesel capability up to B20

UNDERCARRIAGE -All wheel drive -Automatic brake/axle lock -Creeper speed -Electronic swing and travel lock -Heavy-duty axles, advanced disc brake -system and travel motor, adjustable -braking force -Oscillating front axle, lockable, -with remote greasing point -Two-piece drive shaft -Two speed hydrostatic transmission

HYDRAULICS -Overload warning -Electronic main control valve -Auto hydraulic oil warm up -Element type main hydraulic filter -Heavy lift mode -Separate dedicated swing pump -Automatic swing brake -Adjustable hydraulic aggresiveness -Pattern changer

ELECTRICAL -LED lights on boom and cab -Programmable time-delay LED -working lights -Roading and indicator lights, -front and rear -Maintenance free batteries -Centralized electrical disconnect switch

OPERATOR ENVIRONMENT -Sound-suppressed ROPS cab

TECHNOLOGY PRODUCTS -Remote Flash capability -Remote Troubleshoot capability

SAFETY AND SECURITY -Wide angle mirrors -Neutral lever (lock out) -for all controls -Ground-level accessible secondary -engine shutoff switch in cab -Anti-skid plate and countersunk bolts -on service platform

TECHNOLOGY PRODUCTS -Cat Product Link TM

OPERATOR ENVIRONMENT -Washable floor mat -storage with net -rear storage with net, and overhead -Coat hook, cup holder, console storage, -Beacon ready -Dome and lower LED interior lights -2 x 12V DC Outlets -with USB ports and speakers -Bluetooth integrated DAB+/DAB/FM radio -touchscreen monitor -High-resolution 254 mm (10") LCD -Adjustable arm rest height and angle -Adjustable joystick console height -belt reminder function -51MM (2") orange seat belt incl. seat -pressurized function -Automatic bi-level air conditioner with -Roller front sunscreen -Parallel windshield wipers with washer -Rear window emergency exit -FOGS & Vandal guard ready -mount -(ISO 12117-2 compliant) with viscous

"TO EVER SERVE OUR CUSTOMERS BETTER"

FABICK CAT

MACHINE CONFIGURATION

M320 07B WHL HEX AM-N CFG2	604-9932
M320 07A WHEEL EXCAVATOR	553-0169
COMMON ARRANGEMENT	553-0170
QC CONTROL, PG, VA	563-5766
BOOM, VA	558-7124
AUTOLUBE, VA	558-9525
LINKAGE, BKT, A-LUBE	559-5056
WIRING, PRODUCT LINK	583-3846
COUNTERWEIGHT	585-8747
HYDRAULIC OIL, MINERAL	563-4269
ALARM, TRAVEL	581-3651
LIGHTS, CHASSIS	583-3840
RADIO MODULE, PL243 CELLULAR	589-1744
LANE 3 ORDER	0P-9003
NO CAT GRADE	553-8758
STICK, 9' 6"	558-9532
CYLINDERS, VA, RC	577-2812
SPEED, MAX MPH	565-4313
UC, OUT. FRONT & REAR	496-8300
NO FENDERS	548-1811
AUX HYD, HP1 & HP2, JS, VA	566-3021
SMARTBOOM	564-1978
CAB, DELUXE, 70/30	491-9770
JOYSTICK, 2-SLIDER	539-9003
NETWORK MANAGER, STD	555-7286
CAMERA, REAR & RH VIEW	563-5769
MIRRORS, VA & MH	525-2938
DECALS, NORTH AMERICA (ANSI)	521-6833
COMPLETE STORAGE PROTECTION	0G-9240
AUTOLUBE, STICK 9' 6"	564-8368
LINES, 2ND HPF, STICK 9'6"	544-0785
LINES, QC, STICK 9' 6"	563-5780
CONTROLLER, HCR/RC/JS	520-7563
SENSOR, GRADE /SB /RC	528-6146
BEACON, CAB	567-0427
PEDAL, HAMMER	527-7970
TIRES, TRELLEBORG 10.00-20 DUAL	558-3760
Tilting Hydraulic Coupler	
B&D 60" Grading Bucket	
AMI Jawbone Bucket	

"TO EVER SERVE OUR CUSTOMERS BETTER"

PRICING INFORMATION

PRICE AS EQUIPPED	$360,000.00
LESS GROSS TRADE ALLOWANCE	($75,000.00)
SUB TOTAL	**$285,000.00**
SALES TAX (0%)	$0.00
CAT FINANCIAL DOCUMENT FEE	$400.00*
BALANCE DUE	**$285,400.00**

TRADE IN DETAILS

Model	Make	Serial Number	Year	Trade Value
M318C	CATERPILLAR INC.	BCZ00547	2003	$75,000.00

EQUIPMENT PROTECTION PLAN

Standard Warranty:	12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Protection Plan:	M320-84 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS

72 Month Loan w/ Trade	$53,238.47/year	6 Equal Payments

Cat Financial Services charges a $400 document fee when financing

"TO EVER SERVE OUR CUSTOMERS BETTER"

WHY CHOOSE FABICK CAT?

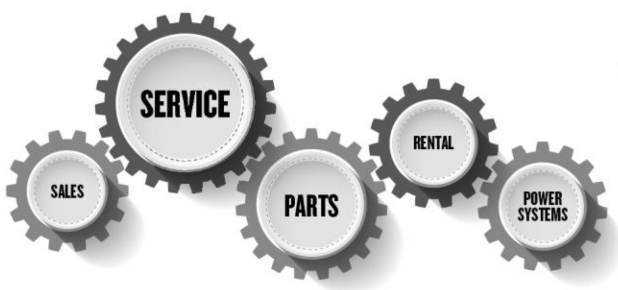
Fabick Cat is the Cat© dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

THROUGHOUT OUR TERRITORY

- 34 LOCATIONS
- 1,200 + EMPLOYEES
- 550 SERVICE TECHNICIANS
- 200 SERVICE BAYS
- 200 SERVICE TRUCKS
- 100 + PARTS DROP BOXES

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com

"TO EVER SERVE OUR CUSTOMERS BETTER"

PWSB
PORT WASHINGTON STATE BANK

BB COMMUNITY LEASING SERVICES, INC.
IN PARTNERSHIP WITH THE COMMUNITY BANK NETWORK
A SUBSIDIARY OF BANKERS' BANK

April 6, 2022

Tim Weyker
Deputy Director of Public Works
City of Mequon
11333 N Cedarburg Road
Mequon, WI 53092

Dear Tim,

In coordination and in partnership with Port Washington State Bank and BB Community Leasing Services, Inc. (BBCLSI) ("Lessor") is pleased to submit the following lease proposal. This proposal is for evaluation and discussion purposes only and should not be considered as a commitment by the Lessor or any other party. The Lessor will not be obligated to lease any property to the lessee until the Lessor agrees in writing to do so. The following equipment lease proposal is in response to your communication sent to Port Washington State Bank and generally covers the personal property described below under "Equipment Description". Our proposed lease terms are as follows:

PARTIES TO AGREEMENT

Lessor & Partner Bank	BB Community Leasing Services, Inc. and Port Washington State Bank
Vendor(s)	Caterpillar
Lessee	City of Mequon 11333 N Cedarburg Road Mequon, WI 53092
Equipment Location	City of Mequon 11333 N Cedarburg Road Mequon, WI 53092 Or as advised.
Equipment Description	Caterpillar Inc. Model: M320-07 Wheel Hex
Equipment Cost	$285,000.00

MUNICIPAL LEASE TERMS, CONDITIONS & LESSEE COVENANTS

General

The above referenced proposal for a Lease-Purchase Agreement is to provide financing for the purchase of equipment rather than for the short-term rental of equipment. For this reason, periodic payment amounts are calculated to amortize the full cost of the equipment over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the proposed contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on an annual basis. This non-appropriation clause provides some risk to the lessor that the equipment will be returned during the life of the contract rather than being paid in full.

Lessee Covenants

Lessee makes the following covenants and representations:

- Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the state where the lessee is located ("State") with full power and authority to enter into the proposed agreement.
- Lessee will duly authorize any proposed agreement by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval.
- The equipment will be used by lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of lessee consistent with the permissible scope of lessee's authority.
- Lessee has an immediate need for the equipment subject to the proposal.
- The estimated total cost of the equipment will not be less than the total principal portion of the rental payments.
- The proposed equipment is expected to be ordered within 6 months of the commencement date, and all amounts deposited in escrow to pay for the equipment, and interest earnings, will be expended on costs of the equipment and the financing within 3 years of commencement date.
- No proceeds of any lease will be used to reimburse lessee for expenditures made more than 60 days prior to the commencement date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance.
- Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the rental payments, or (ii) that may be used solely to prevent a default.
- Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of rental payments from gross income for purposes of federal income taxation.
- Lessee intends that each proposed lease not constitute a "true" lease for federal income tax purposes.
- Lessee will designate the proposed lease as a "qualified tax-exempt obligation" as defined in Section 265(b) (3) (B) of the Code.
- The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c) (3) bonds) issued or to be issued by lessee and all subordinate entities during the calendar year in which the lease is executed is not reasonably expected to exceed $10,000,000.
- Lessee and all subordinate entities will not issue in excess of $10,000,000 of tax-exempt obligations (including the proposed lease but excluding private activity bonds other than qualified 501(c) (3) bonds) during the calendar year in which this lease is executed without first obtaining an opinion of nationally recognized counsel acceptable to lessor that the designation of the lease as a "qualified tax-exempt obligation" will not be adversely affected.

GENERAL TERMS & CONDITIONS

Lease Equipment Cost Total cost is not to exceed 10% of the amount stated within the "Financial Terms" section of this proposal (See Exhibit A) without prior consent by lessor. Cost to include all monies paid by lessor to acquire the equipment. These costs include but are not limited to sales tax, brokers' fees and any other fees required to obtain clear ownership to the equipment.

Lease Commencement Date The "commencement date" is the date when interest commences to accrue. This date will be the earlier of (i) the date the proposed equipment is accepted by lessee or (ii) the date any monies to purchase the proposed equipment are deposited with an escrow agent or vendor.

Lease Term The "lease term" means the original term and all renewal terms. The "original term" means the period from the commencement date for each lease until the end of lessee's current fiscal year. The "renewal term" means each subsequent fiscal year of lessee through the end date of the lease.

Payment (per month) The rents are to be due on the 1st of each annual period with each payment made in advance, unless specifically stated otherwise within the "Financial Terms" section of this proposal (See Exhibit A).

Should the Lease Commencement Date occur on any date other than the date on which the first payment is scheduled to be due, as define within the "Financial Terms" section of this proposal (See Exhibit A), the lessee will incur additional interest costs for this interim period based on the amount advanced by the lessor to acquire the equipment.

Rental payments consist of principle and interest portions. Lessee understands that their obligation to pay rental payments constitutes a current expense and shall not be construed to be a debt in violation of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness. Additionally, the proposed lease is not intended to create a pledge of the general tax revenues, funds or monies of lessee.

Payment Adjustment Lessee acknowledges that the amount of the lease rental is predicated on prevailing market rates. The lease payments proposed are valid through the date listed in the attached proposal and subject to lessor underwriting. Additionally, the lessor will have the right to adjust the monthly rental payments should the prevailing market rates increase before the final delivery and acceptance of equipment by the lessee. Specifically, the lessor may adjust the lease payments for each ¼% increase in an index rate in effect on the date of acceptance of the lease proposal by lessee. The payment adjustment will be calculated in a manner to preserve the lessor’s yield at time of preparation of original proposal. The lease payments will remain constant upon final delivery & acceptance of equipment by lessee, unless specifically stated to the contrary within the “Financial Terms” section of this proposal (See Exhibit A). The index rate to be used, if applicable, will be established within the "Financial Terms" section of this proposal (See Exhibit A).

Security Deposit A security deposit will be collected at time of authorizing the lease agreement as specified in the “Financial Terms” section of this proposal (See Exhibit A).

Taxes & Fees Lessee will pay all fees, assessments, sales, use, property and other taxes imposed upon lessor for ordering, obtaining and financing the proposed property. This will also include any registration and licensing fees.

Insurance Prior to the delivery of the leased assets, lessee, at its sole cost & expense, will provide all-inclusive physical damage and liability insurance in the joint names of the lessor and lessee, in amounts & form satisfactory to lessor. If lessee fails to provide evidence of insurance acceptable to lessor, lessor has the right, but not the obligation, to obtain insurance covering lessor’s interest in the proposed equipment. Lessor may add the costs of acquiring and maintaining such insurance, and fees for the service of placing and maintaining such insurance to the amounts due under the proposed lease.

Maintenance & Repairs Lessee at its sole cost and expense will be required to maintain the equipment in good operating condition, according to prescribed manufacturer’s standards and the equipment must be able to perform its function after lease termination.

Financial Statements Lessee will furnish financial statements if requested, including operating figures and other supporting statements as required by lessor, at year end or interim periods during the life of the lease.

Lessee Fees A documentation fee will be due at the inception of the lease as defined within "Financial Terms" section of this proposal (See Exhibit A).

Pre-payment The proposed lease may be prepaid without penalty. An amortization schedule will be provided as part of the lease documentation package that defines pay-off amounts at any time during the term of the agreement.

Transaction Expenses All parties to this lease shall be responsible for the payment of their own legal expenses.

Return Provisions Lessee will be required to return property to lessor at lessee’s expense.

Title	Title to the equipment shall vest in lessee subject to lessor's rights under the lease. Title will immediately transfer from lessee to lessor upon any termination of the lease due to non-appropriation or an event of default.
Security Agreement	Lessor will file a UCC-1 security interest in the property subject to the lease.

PROPOSAL ACCEPTANCE TERMS

Lease Commitment Fee	Lessee shall remit a commitment fee of **$0.00** to the lessor in good faith when this proposal is signed and accepted. This fee will be used to reduce the first rental payment due, if the lessee proceeds with the lease described in this proposal. If for any reason the lessee decides not to proceed with the lease, the fee will be considered earned by the lessor to compensate the lessor for evaluation expenses. If the lessor decides to reject the lease, the fee will be returned to the lessee within thirty days after said rejection notice.
Proposal Expiration Date	This proposal expires thirty (30) days from the date first written above. Please note that the proposed pricing is subject to change per the "Payment Adjustment" provisions noted above.
Lessor's Commitment	This proposal is subject to lessor's credit review and is not binding until approved by lessor's designated Lease Committee and documentation is mutually satisfactory and authorized accordingly by lessor and lessee.
Underwriting Information Requested	**Municipal Transactions < $150,000** 1) Equipment Lease Application-small ticket muni application **Municipal Transactions > $150,000** 1) Equipment Lease Application-regular muni application 2) Audited financial statements for most recent two fiscal years.

Thank you for the opportunity to present this proposal on behalf of and in conjunction with Port Washington State Bank. We look forward to serving you as this project progresses. Please call with questions.

Sincerely,

Linda Lease _______________________________ _______________________________

BB Community Leasing Services, Inc. Port Washington State Bank

Linda Lease, President & Managing Director

The terms of this proposal are accepted and agreed to this ______ day of _______________, 2022.

Lessee: City of Mequon

By: _______________________________

Printed Name & Title:

BB Community Leasing Services, Inc.

Port Washington State Bank

Supplemental Information

Exhibit A-Financial Terms

To be made part of and attached to equipment lease proposal to:

City of Mequon

dated April 6, 2022.

Lease Assumptions (Applicable to all Proposed Alternatives)	
Equipment Cost, in Aggregate (See Page 1 for individual cost)	$285,000
Security Deposit	$0
Documentation Fee	$0
Forecasted Delivery & Acceptance Date (Lease Commencement Date)	05/01/2022
Forecasted 1st Payment Date	05/01/2023
Lease Payment "Locked"	07/01/2022
Payment Adjustment Rate Index	N/A
Current Index Rate	N/A

Proposal Options

(Note: Each line/row represents a separate & distinct pricing option)

Option	Term	Payment Frequency	Payment Amount	End of Term Option	End of Term Amount	End of Term % of Original Cost	Eff. Rate
$285,000							
Option 1	6 years	Annual	$51,078**	Purchase	$0	N/A	3%
Option 2	6 years	Annual	$52,610***	Purchase	$0	N/A	3%

**Payment due in advance 05/01/2022 or TBD
***Payment due in arrears 05/01/2023 or TBD

Exhibit A-1
Rental Payment Schedule

Lease # **TBD**

Payment #	Payment Due Date	Payment Amount	Interest	Principal	Lease Balance	Lessor Unamortized Capitalized Costs	Lessee Purchase Option "Purchase Price"
at inception	5/1/2022	0.00	0.00	0.00	285,000.00	0.00	285,000.00
1	5/1/2022	51,078.00	576.92	50,501.08	234,498.92	(0.00)	234,498.92
2	6/1/2022	0.00	578.35	(578.35)	235,077.27	(0.00)	235,077.27
3	7/1/2022	0.00	579.77	(579.77)	235,657.04	(0.00)	235,657.04
4	8/1/2022	0.00	581.20	(581.20)	236,238.24	(0.00)	236,238.24
5	9/1/2022	0.00	582.64	(582.64)	236,820.88	(0.00)	236,820.88
6	10/1/2022	0.00	584.07	(584.07)	237,404.95	(0.00)	237,404.95
7	11/1/2022	0.00	585.51	(585.51)	237,990.46	(0.00)	237,990.46
8	12/1/2022	0.00	586.96	(586.96)	238,577.42	(0.00)	238,577.42
9	1/1/2023	0.00	588.40	(588.40)	239,165.82	(0.00)	239,165.82
10	2/1/2023	0.00	589.86	(589.86)	239,755.68	(0.00)	239,755.68
11	3/1/2023	0.00	591.31	(591.31)	240,346.99	(0.00)	240,346.99
12	4/1/2023	0.00	592.77	(592.77)	240,939.76	(0.00)	240,939.76
13	5/1/2023	51,078.00	468.26	50,609.74	190,330.02	(0.00)	190,330.02
14	6/1/2023	0.00	469.41	(469.41)	190,799.43	(0.00)	190,799.43
15	7/1/2023	0.00	470.57	(470.57)	191,270.00	(0.00)	191,270.00
16	8/1/2023	0.00	471.73	(471.73)	191,741.73	(0.00)	191,741.73
17	9/1/2023	0.00	472.89	(472.89)	192,214.62	(0.00)	192,214.62
18	10/1/2023	0.00	474.06	(474.06)	192,688.68	(0.00)	192,688.68
19	11/1/2023	0.00	475.23	(475.23)	193,163.91	(0.00)	193,163.91
20	12/1/2023	0.00	476.40	(476.40)	193,640.31	(0.00)	193,640.31
21	1/1/2024	0.00	477.58	(477.58)	194,117.89	(0.00)	194,117.89
22	2/1/2024	0.00	478.75	(478.75)	194,596.64	(0.00)	194,596.64
23	3/1/2024	0.00	479.93	(479.93)	195,076.57	(0.00)	195,076.57
24	4/1/2024	0.00	481.12	(481.12)	195,557.69	(0.00)	195,557.69
25	5/1/2024	51,078.00	356.33	50,721.67	144,836.02	(0.00)	144,836.02
26	6/1/2024	0.00	357.21	(357.21)	145,193.23	(0.00)	145,193.23
27	7/1/2024	0.00	358.09	(358.09)	145,551.32	(0.00)	145,551.32
28	8/1/2024	0.00	358.97	(358.97)	145,910.30	(0.00)	145,910.30
29	9/1/2024	0.00	359.86	(359.86)	146,270.16	(0.00)	146,270.16
30	10/1/2024	0.00	360.75	(360.75)	146,630.90	(0.00)	146,630.90
31	11/1/2024	0.00	361.64	(361.64)	146,992.54	(0.00)	146,992.54
32	12/1/2024	0.00	362.53	(362.53)	147,355.07	(0.00)	147,355.07
33	1/1/2025	0.00	363.42	(363.42)	147,718.49	(0.00)	147,718.49
34	2/1/2025	0.00	364.32	(364.32)	148,082.81	(0.00)	148,082.81
35	3/1/2025	0.00	365.22	(365.22)	148,448.03	(0.00)	148,448.03
36	4/1/2025	0.00	366.12	(366.12)	148,814.14	(0.00)	148,814.14
37	5/1/2025	51,078.00	241.05	50,836.95	97,977.19	(0.00)	97,977.19
38	6/1/2025	0.00	241.64	(241.64)	98,218.83	(0.00)	98,218.83
39	7/1/2025	0.00	242.24	(242.24)	98,461.07	(0.00)	98,461.07
40	8/1/2025	0.00	242.83	(242.83)	98,703.91	(0.00)	98,703.91
41	9/1/2025	0.00	243.43	(243.43)	98,947.34	(0.00)	98,947.34
42	10/1/2025	0.00	244.03	(244.03)	99,191.37	(0.00)	99,191.37
43	11/1/2025	0.00	244.64	(244.64)	99,436.01	(0.00)	99,436.01
44	12/1/2025	0.00	245.24	(245.24)	99,681.25	(0.00)	99,681.25
45	1/1/2026	0.00	245.84	(245.84)	99,927.09	(0.00)	99,927.09
46	2/1/2026	0.00	246.45	(246.45)	100,173.54	(0.00)	100,173.54
47	3/1/2026	0.00	247.06	(247.06)	100,420.60	(0.00)	100,420.60
48	4/1/2026	0.00	247.67	(247.67)	100,668.27	(0.00)	100,668.27
49	5/1/2026	51,078.00	122.30	50,955.70	49,712.58	(0.00)	49,712.58
50	6/1/2026	0.00	122.61	(122.61)	49,835.18	(0.00)	49,835.18
51	7/1/2026	0.00	122.91	(122.91)	49,958.09	(0.00)	49,958.09
52	8/1/2026	0.00	123.21	(123.21)	50,081.30	(0.00)	50,081.30
53	9/1/2026	0.00	123.52	(123.52)	50,204.82	(0.00)	50,204.82
54	10/1/2026	0.00	123.82	(123.82)	50,328.64	(0.00)	50,328.64
55	11/1/2026	0.00	124.13	(124.13)	50,452.76	(0.00)	50,452.76
56	12/1/2026	0.00	124.43	(124.43)	50,577.20	(0.00)	50,577.20
57	1/1/2027	0.00	124.74	(124.74)	50,701.93	(0.00)	50,701.93
58	2/1/2027	0.00	125.05	(125.05)	50,826.98	(0.00)	50,826.98
59	3/1/2027	0.00	125.35	(125.35)	50,952.34	(0.00)	50,952.34
60	4/1/2027	0.00	125.66	(125.66)	51,078.00	(0.00)	51,078.00
61	5/1/2027	51,078.00	0.00	51,078.00	0.00	(0.00)	0.00

By ______________________________
Tim Weyker

Title Deputy of Public Works

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental Lease)

Exhibit A-1
Rental Payment Schedule

Lease # **TBD**

Payment #	Payment Due Date	Payment Amount	Interest	Principal	Lease Balance	Lessor Unamortized Capitalized Costs	Lessee Purchase Option "Purchase Price"
at inception	5/1/2022	0.00	0.00	0.00	285,000.00	0.00	285,000.00
1	6/1/2022	0.00	720.46	(720.46)	285,720.46	0.00	285,720.46
2	7/1/2022	0.00	722.28	(722.28)	286,442.75	0.00	286,442.75
3	8/1/2022	0.00	724.11	(724.11)	287,166.86	0.00	287,166.86
4	9/1/2022	0.00	725.94	(725.94)	287,892.80	0.00	287,892.80
5	10/1/2022	0.00	727.78	(727.78)	288,620.57	0.00	288,620.57
6	11/1/2022	0.00	729.62	(729.62)	289,350.19	0.00	289,350.19
7	12/1/2022	0.00	731.46	(731.46)	290,081.65	0.00	290,081.65
8	1/1/2023	0.00	733.31	(733.31)	290,814.96	0.00	290,814.96
9	2/1/2023	0.00	735.16	(735.16)	291,550.12	0.00	291,550.12
10	3/1/2023	0.00	737.02	(737.02)	292,287.14	0.00	292,287.14
11	4/1/2023	0.00	738.88	(738.88)	293,026.03	0.00	293,026.03
12	5/1/2023	52,610.00	607.76	52,002.24	241,023.78	0.00	241,023.78
13	6/1/2023	0.00	609.29	(609.29)	241,633.08	0.00	241,633.08
14	7/1/2023	0.00	610.83	(610.83)	242,243.91	0.00	242,243.91
15	8/1/2023	0.00	612.38	(612.38)	242,856.29	0.00	242,856.29
16	9/1/2023	0.00	613.93	(613.93)	243,470.21	0.00	243,470.21
17	10/1/2023	0.00	615.48	(615.48)	244,085.69	0.00	244,085.69
18	11/1/2023	0.00	617.03	(617.03)	244,702.73	0.00	244,702.73
19	12/1/2023	0.00	618.59	(618.59)	245,321.32	0.00	245,321.32
20	1/1/2024	0.00	620.16	(620.16)	245,941.48	0.00	245,941.48
21	2/1/2024	0.00	621.73	(621.73)	246,563.20	0.00	246,563.20
22	3/1/2024	0.00	623.30	(623.30)	247,186.50	0.00	247,186.50
23	4/1/2024	0.00	624.87	(624.87)	247,811.37	0.00	247,811.37
24	5/1/2024	52,610.00	493.46	52,116.54	195,694.83	0.00	195,694.83
25	6/1/2024	0.00	494.70	(494.70)	196,189.53	0.00	196,189.53
26	7/1/2024	0.00	495.96	(495.96)	196,685.49	0.00	196,685.49
27	8/1/2024	0.00	497.21	(497.21)	197,182.70	0.00	197,182.70
28	9/1/2024	0.00	498.47	(498.47)	197,681.16	0.00	197,681.16
29	10/1/2024	0.00	499.73	(499.73)	198,180.89	0.00	198,180.89
30	11/1/2024	0.00	500.99	(500.99)	198,681.88	0.00	198,681.88
31	12/1/2024	0.00	502.26	(502.26)	199,184.14	0.00	199,184.14
32	1/1/2025	0.00	503.53	(503.53)	199,687.66	0.00	199,687.66
33	2/1/2025	0.00	504.80	(504.80)	200,192.46	0.00	200,192.46
34	3/1/2025	0.00	506.07	(506.07)	200,698.53	0.00	200,698.53
35	4/1/2025	0.00	507.35	(507.35)	201,205.89	0.00	201,205.89
36	5/1/2025	52,610.00	375.64	52,234.36	148,971.53	0.00	148,971.53
37	6/1/2025	0.00	376.59	(376.59)	149,348.12	0.00	149,348.12
38	7/1/2025	0.00	377.54	(377.54)	149,725.66	0.00	149,725.66
39	8/1/2025	0.00	378.50	(378.50)	150,104.16	0.00	150,104.16
40	9/1/2025	0.00	379.45	(379.45)	150,483.61	0.00	150,483.61
41	10/1/2025	0.00	380.41	(380.41)	150,864.03	0.00	150,864.03
42	11/1/2025	0.00	381.38	(381.38)	151,245.40	0.00	151,245.40
43	12/1/2025	0.00	382.34	(382.34)	151,627.74	0.00	151,627.74
44	1/1/2026	0.00	383.31	(383.31)	152,011.05	0.00	152,011.05
45	2/1/2026	0.00	384.27	(384.27)	152,395.32	0.00	152,395.32
46	3/1/2026	0.00	385.25	(385.25)	152,780.57	0.00	152,780.57
47	4/1/2026	0.00	386.22	(386.22)	153,166.79	0.00	153,166.79
48	5/1/2026	52,610.00	254.20	52,355.80	100,810.99	0.00	100,810.99
49	6/1/2026	0.00	254.84	(254.84)	101,065.83	0.00	101,065.83
50	7/1/2026	0.00	255.49	(255.49)	101,321.32	0.00	101,321.32
51	8/1/2026	0.00	256.13	(256.13)	101,577.46	0.00	101,577.46
52	9/1/2026	0.00	256.78	(256.78)	101,834.24	0.00	101,834.24
53	10/1/2026	0.00	257.43	(257.43)	102,091.67	0.00	102,091.67
54	11/1/2026	0.00	258.08	(258.08)	102,349.75	0.00	102,349.75
55	12/1/2026	0.00	258.73	(258.73)	102,608.49	0.00	102,608.49
56	1/1/2027	0.00	259.39	(259.39)	102,867.87	0.00	102,867.87
57	2/1/2027	0.00	260.04	(260.04)	103,127.92	0.00	103,127.92
58	3/1/2027	0.00	260.70	(260.70)	103,388.62	0.00	103,388.62
59	4/1/2027	0.00	261.36	(261.36)	103,649.98	0.00	103,649.98
60	5/1/2027	52,610.00	129.03	52,480.97	51,169.00	0.00	51,169.00
61	6/1/2027	0.00	129.35	(129.35)	51,298.36	0.00	51,298.36
62	7/1/2027	0.00	129.68	(129.68)	51,428.04	0.00	51,428.04
63	8/1/2027	0.00	130.01	(130.01)	51,558.04	0.00	51,558.04
64	9/1/2027	0.00	130.34	(130.34)	51,688.38	0.00	51,688.38
65	10/1/2027	0.00	130.67	(130.67)	51,819.04	0.00	51,819.04
66	11/1/2027	0.00	131.00	(131.00)	51,950.04	0.00	51,950.04
67	12/1/2027	0.00	131.33	(131.33)	52,081.37	0.00	52,081.37
68	1/1/2028	0.00	131.66	(131.66)	52,213.02	0.00	52,213.02
69	2/1/2028	0.00	131.99	(131.99)	52,345.02	0.00	52,345.02
70	3/1/2028	0.00	132.33	(132.33)	52,477.34	0.00	52,477.34
71	4/1/2028	0.00	132.66	(132.66)	52,610.00	0.00	52,610.00
72	5/1/2028	52,610.00	(0.00)	52,610.00	(0.00)	0.00	(0.00)

By ______________________________
Tim Weyker

Title Deputy of Public Works

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental Lease)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 12, 2022
SUBJECT: (ID # 7000) A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet

Background

In an effort to lower the annual capital outlay and maintenance costs, improve safety and efficiency of our vehicles, and reduce the replacement cycle across the fleet, the Fleet Division has been in discussions with Enterprise Fleet Management for the Passenger Vehicle segment of the fleet. The main concept of the program is that Enterprise can utilize government contract discounts for purchasing vehicles and has a very large network for re-sale of the vehicles at the end of the lease term. Based on reduced capital outlays for the passenger vehicle segment of the fleet, remaining equipment replacement capital could be redirected to other segments of the fleet which also currently have higher than recommended replacement cycles.

At the March 8, 2022 meeting of the Committee of the Whole, Benjamin A Walljasper of Enterprise Fleet Management gave a presentation on the advantages of using Enterprise Fleet Management. The discussion at the Committee of the Whole was generally positive and the committee was in favor of moving forward and bringing it to the Common Council for future action. Staff was also directed to contact our insurance carrier to see if this program would affect our vehicle insurance rates. The Finance Department inquired and found that the program would likely result in insurance cost savings.

Analysis

The Master Equity Lease Agreement is not for a specific number of vehicles. It is the master agreement allowing Enterprise Fleet Management to lease vehicles to the City and manage the fleet replacement cycles for those vehicles. There are currently 19 vehicles in this segment of the fleet including 4 Chevrolet Malibus currently under a separate lease. The Chevrolet Malibus would not be included in Enterprise Fleet Management until the end of their current lease terms.

The attached City of Mequon Fleet Analysis - 1 Year Implementation Plan projects annual capital outlays over a ten-year period based on including all passenger vehicles except the Chevrolet Malibus as discussed above. The actual capital outlay in the first year of the program is expected to be a negative outlay based on the proceeds from the sale of our current inventory. The total number of vehicles included in the program in year 1 can vary based on the City's desires and also on the availability of new vehicles when the order banks for each manufacturer open. The recently announced first order banks for 2022 open April 21 for Cheverolet

Silverados with production scheduled to begin between July and September. Lease payments would not be due until 1 month after delivery. Delivery is not expected in 2022, however if the vehicles are ready in 2022, they could be held until 2023 at the City's discretion. This will allow time for the sale of the current inventory being replaced.

Each year Enterprise Fleet Management will work with the City to manage the program. The City of Mequon will have a dedicated, local account team from Enterprise to proactively manage and develop the program for this segment of our fleet including meeting 2-3 times a year for both financial and strategic planning, providing on-going analysis including the most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

Fiscal Impact

Enterprise's attached City of Mequon Fleet Analysis - 1 Year Implementation Plan projects a ten-year savings of over $500,000 and an average sustainable annual savings of $37,324. Actual savings will vary based on realized re-sale revenue. By utilizing Enterprise's ongoing replacement analysis and trading in future vehicles in the program at the height of their used vehicle value, the fiscal impact of this program should be very favorable to the City.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution authorizing the execution of a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet.

Staff also recommends that upon execution of the Master Equity Lease Agreement, staff is authorized to work with Enterprise to put orders in for replacement vehicles within the passenger vehicle segment of the fleet in the 2023 order banks opening on April 21, 2022 and in subsequent order banks.

Staff recommends establishing a separate DPW fleet leasing account to better track the costs and savings for this program.

Attachments:
Master Equity Lease Agreement - City of Mequon (PDF)
Full Maintenance Agreement - City of Mequon (PDF)
City of Mequon Fleet Analysis - 1 Year Implementation Plan Updated 1.27.22 (PDF)
City of Mequon Enterprise Fleet Synopsis (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet

RECITALS

A. The Department of Public Works Fleet Division has been exploring how to lower the annual capital outlay and maintenance costs, improve safety and efficiency of our vehicles, and reduce the replacement cycle across the fleet to be more in line with the recommendations of the 2018 Mercury Associates Fleet Rightsizing and Replacement Study.

B. The Enterprise Fleet Management Program projects significant capital outlay savings for the City of Mequon in the passenger vehicle segment of the fleet and accomplishes 3 to 5 year replacement cycles for these vehicles.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Master Equity Lease Agreement with Enterprise Fleet Management, Inc. in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor, City Clerk, and Director of Finance are authorized and directed to execute and deliver the same.

____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

____
Caroline Fochs, City Clerk

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _______ day of ____________________, 20____, by and between Enterprise FM Trust, a Delav 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, "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 conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor 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 descriptio 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 binc 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. Lesso 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 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 hav all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservi agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functi 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, un 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 amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due 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 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 c that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Deprecia 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 purpc 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 c 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 Sche 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 Occurre 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 wil 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 V 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 perc (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 whole 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 Vehicl 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 applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Les under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term 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 mile 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 damag any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause 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 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 Les 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 and recou against 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 o 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, pay 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 permitted by applicable law (the "Default Rate").

Initials: EFM________ Customer________

(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 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 wil 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 sha made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurre 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 any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Veh regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, 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. Les agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, s and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonom vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transporta and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees th 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 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 Cod Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States wit 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 m 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 design 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 Les 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 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 state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operatio 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 Les for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other char 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 charg otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Les 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, pern inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provision 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 t 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, licensing an 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 wit manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvem (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Veh or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining us life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or m with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Less sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) 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 Sche are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsib 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 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, DESI CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AG 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, WITH LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGR 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, ver 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, ver or manufacturer of the Vehicle.

(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 consequen 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 paten 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 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, non 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 Less Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, spe exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, with limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tor otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failur any agreed or other remedy of its essential purpose.

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 whatso ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and therea 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 l 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 Casu 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 res 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, t written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

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

State of Vehicle Registration	Coverage
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 per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accide Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the hig insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other per or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must pro 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 er 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 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 s 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 Les Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servi any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage 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 furnis 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 her 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 an 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 ag 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 investigat 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, pers injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or cl 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 (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covere such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damag 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 cove 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 Veh 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 veh 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 commer 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 und commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical dam waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in 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 char 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 mai 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 automo 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 respec successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitat reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by rea 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, t 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 Sectio shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and 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 Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assi 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 wl any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclos information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as requ by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial informa 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 w 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, kee 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, provisio covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Serv 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 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 ur 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 jurisdictior 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 fur 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 such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (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 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 guara 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 elec of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Les without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termina 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 premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations ur this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective success or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reason attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effec enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedi (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 Les 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 whole 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) sha 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 ur 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 Les 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 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 Agreen 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 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 ur 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 conti 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 s 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 Agreen 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 Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defe 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 fai 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 liab 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 Agreen 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 Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (ex 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 instrun 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 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 Lesso 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 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 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 ma 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 ma 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 prom notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreem 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 h executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respec successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined witl 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 indebtedr of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency 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 s survive termination of this Master Equity Lease Agreement.

Initials: EFM________ Customer________

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowlec that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind fu governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropi funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contin 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 and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reason 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 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________

FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full 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 __________, 20__, 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 shal 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 n 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 aff any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, 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 or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added 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), software or other equipment (including, without limitation lift gates, autonomous or automated vehicle equipment, components, parts or products, 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 (1) 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 Vehic (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as requ by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and an parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operat (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clu adjustment or replacement. 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 $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as 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, accompanie 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 unauthorize charges or those exceeding $125.00, which may change from time to time based on market conditions, 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 require provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicl 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 shall immediately cease using c accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM________ Customer________

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 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. A 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 fort 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 overmileag 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, 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 WHATSOEVE OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, 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 SPECIFICATIC OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL N 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.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

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, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by expres overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreeme which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability with invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement sha 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 delega 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 accordan 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 Full Maintenance Agreement as of the day and year first above written.

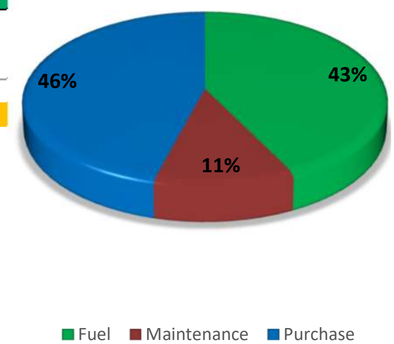
LESSEE:	______________________	EFM:	Enterprise Fleet Management, Inc.
Signature:	______________________	Signature:	______________________
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________ ______________________ ______________________	Address:	______________________ ______________________ ______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Initials: EFM________ Customer________

City of Mequon - Fleet Planning Analysis

Current Fleet	15	Fleet Growth	0.00%	Proposed Fleet	15		
Current Cycle	15.00	Annual Miles	7,000	Proposed Cycle	2.80		
Current Maint.	$47.38			Proposed Maint.	$27.23		
Maint. Cents Per Mile	$0.08	Current MPG	10	Price/Gallon	$3.00		

Fleet Costs Analysis



		Fleet Mix						Fleet Cost					Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	15	1.0	15	0	33,885	0				8,528	31,500	73,913	0
'22	15	15	0	15	0	90,538	(145,000)	(63,483)	-117,945	4,901	23,333	-89,711	163,625
'23	15	8	0	15	0	90,538	0	(63,483)	27,055	4,901	23,333	55,289	18,625
'24	15	8	0	15	0	90,538	0	(63,483)	27,055	4,901	23,333	55,289	18,625
'25	15	8	0	15	0	90,538	0	(72,777)	17,761	4,901	23,333	45,995	27,918
'26	15	9	0	15	0	90,538	0	(147,685)	-57,147	4,901	23,333	-28,913	102,827
'27	15	14	0	15	0	90,538		(63,483)	27,055	4,901	23,333	55,289	18,625
'28	15	8	0	15	0	90,538		(63,483)	27,055	4,901	23,333	55,289	18,625
'29	15	8	0	15	0	90,538		(72,777)	17,761	4,901	23,333	45,995	27,918
'30	15	9	0	15	0	90,538		(63,483)	27,055	4,901	23,333	55,289	18,625
'31	15	8	0	15	0	90,538		(147,685)	-57,147	4,901	23,333	-28,913	102,827

10 Year Savings	$518,238	Avg. Sustainable Savings	$37,324

Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	15	0	0	0	0	0
Est $	$9,667	$0	$0	$0	$0	$0
TOTAL	$145,000	$0	$0	$0	$0	$0
Estimated Current Fleet Equity**					$145,000	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

60% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

enterprise FLEET MANAGEMENT

Confidential 1/24/2022

FLEET MANAGEMENT

PREPARED FOR:

CITY OF MEQUON WISCONSIN

Ben Walljasper	(262) 446-0501	benjamin.a.walljasper@efleets.com
FLEET CONSULTANT	PHONE	EMAIL

FLEET

FLEET SYNOPSIS | CITY OF MEQUON

THE SITUATION

Current light duty fleet age is negatively impacting the overall budget and fleet operations

- **60%** of the light duty fleet is currently 10 years or older
- **73%** of the light duty fleet is currently 6 years or older
- **11.7 years** is the current average age of the light duty fleet
- **15 years** – time it would take to cycle this entire segment of the City's fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over $300,000 in first 5 years

- Shorten the current average vehicle life cycle from 16 years closer to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Once fully implemented with all vehicles on lease/finance – 50% sustainable savings
- Significantly reduce Maintenance by up to an estimated 70%
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated 20%
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity owned by City
- Review program on an annual basis

Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment
- Replacing vehicles more frequently offers the best vehicles for the job and most cost effective options consistently

THE RESULTS

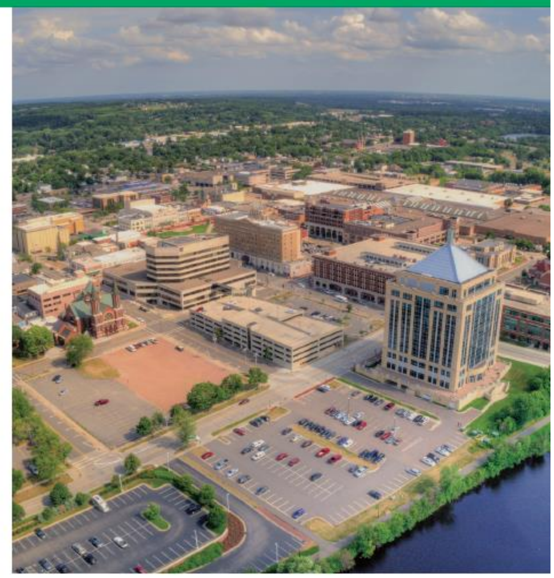
By partnering with Enterprise Fleet Management, the City of Mequon will be better able to leverage its' buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Mequon will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 114% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Mequon will have a much more sustainable and predictable budget moving forward.

CASE STUDY | CITY OF MEQUON

CASE STUDY | CITY OF WAUSAU

enterprise FLEET MANAGEMENT

City of Wausau Improves Light-Duty Fleet and Saves More Than $482K Over 4-Years.



BACKGROUND

Location: Wausau, WI
Industry: Government
Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

– Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of $30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a $482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of $33,961.

To learn more, visit efleets.com or call 877-23-FLEET.

Key Results

$482,697
NET BUDGET SAVINGS OVER 4 YEARS

35%
IMPROVEMENT AVERAGE MPG OVER 4 YEARS

177%
INCREASE IN ANNUAL MILEAGE WITH AVERAGE ANNUAL FLEET SAVINGS OF 38%

ACCOUNT MANAGEMENT

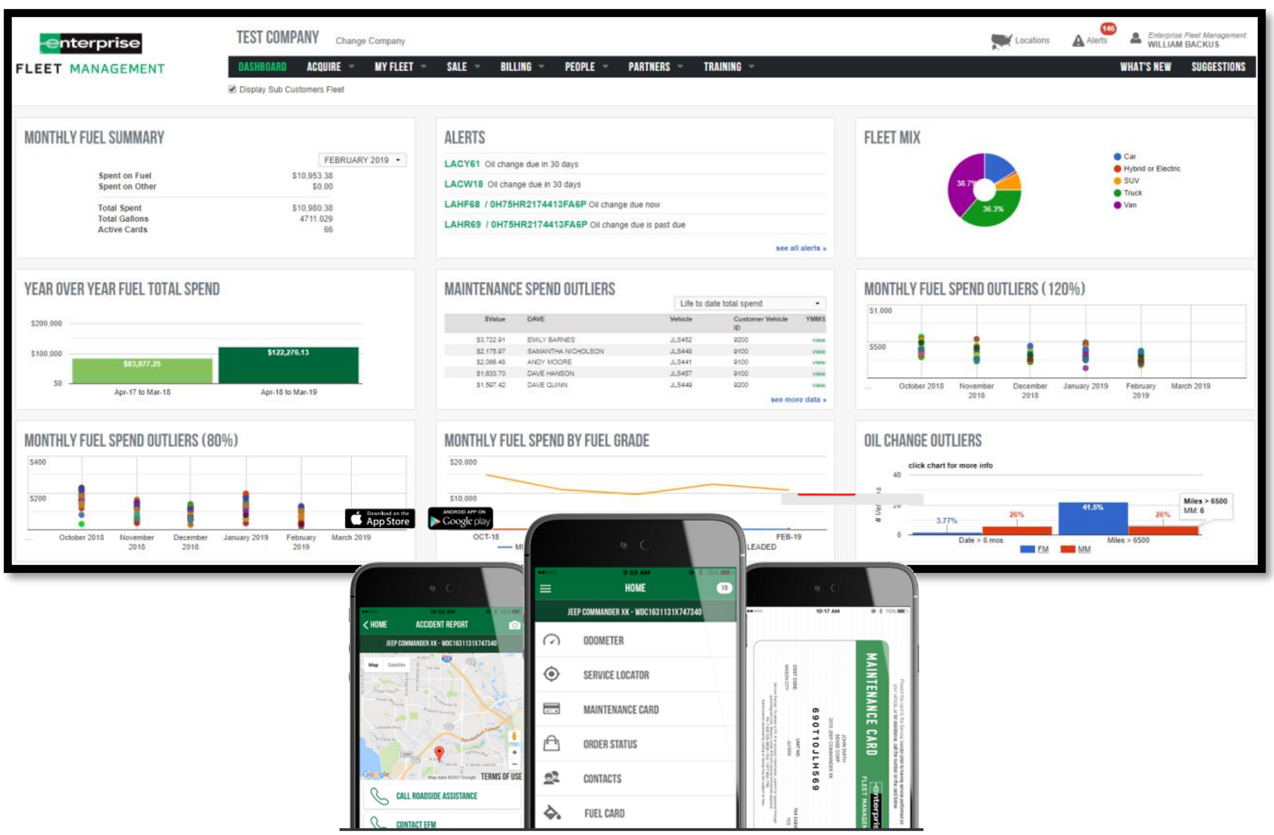
The City of Mequon will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF MEQUON

CURRENT PARTNERS:

- **City of La Crosse**
- **City of Oak Creek**
- **City of Green Bay**
- **City of Wausau**
- **Village of Grafton**
- **City of Portage**
- **City of West Bend**
- **City of Sheboygan**
- **City of Sparta**
- **City of Platteville**
- **City of Manitowoc**
- **City of Two Rivers**
- **City of Ashland**
- **City of Cudahy**

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of West Bend**

Business Phone #: (262) 335-5171

Contact Person: Jay Shambeau, City Administrator

2. Village: **Village of Grafton**

Business Phone #: (262) 375-5300

Contact Person: Jesse Thyes, Village Administrator

COOPERATIVES/PARTNERS:

- Wisconsin Counties Association
- SOURCEWELL

enterprise FLEET MANAGEMENT

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Engineering**

TO:	**Public Works Committee**
FROM:	**Kristen Lundeen, Director of Public Works/City Engineer**
DATE:	**April 12, 2022**
SUBJECT:	**Prairie View Lane Drainage CIP Status Update**

This memo is intended to be a status update only. Staff continues to work with the downstream property owners to remove obstructions from the drain tile. Until that work is complete, staff cannot fully assess the "success" of the work that has been done so far, nor identify additional steps.

Staff routinely takes survey readings on the water level at the culvert under the railroad, monitors the flow of water through the MMSD property, confirms the movement of water through downstream manholes and the drain tile, as well as taking readings on the water in the ditches themselves. The water is moving downstream. The ditches are geometrically different and do have the capacity to hold more water than in the past. This allows the water to be within the ditches rather than in yards and overtopping driveways, which was the previous issue identified. This may look different than it has in the past.

Staff documented that the water does recede over time. Staff also confirmed that water is going through the culvert under the railroad tracks where the DPW removed the accumulated bog material. It is at least a foot deep, whereas before the water could not reach the culvert.

Staff received permission from one downstream property owner to access the drain tile, and to date have removed over 20+ root balls, which has reduced the water level in the adjacent manhole by 24". The week of April 4, staff secured permission from the adjacent property owner to remove additional root material from the drain tile, which should further improve flow. Once that section of drain tile is clear, Staff can determine whether we can televise to assess if there are further obstructions within the right-of-way to be removed. Please note that this is the same course of action that was recommended almost two years ago, and is also on the Drainage CIP list. The televising alone was bid at $50k+, and we have completed a portion of both the televising and the removal of the obstructions for approximately $5k.

At a future meeting, staff will present an analysis of the work completed to date. Please note that the Drainage CIP list includes several projects downstream of this project, which could also improve flow. In addition, WisDOT will be completing drainage work associated with the I-43 project.

Staff continues to work on this issue and evaluate the drainage within the area.

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Engineering**

TO:	**Public Works Committee**
FROM:	**Kristen Lundeen, Director of Public Works/City Engineer**
DATE:	**April 12, 2022**
SUBJECT:	**2022 Work Plan (4.12.22)**

Attached for the Board's review is a copy of the proposed work plan for 2022.

Please note that policy items must first go through the Committee of the Whole to be directed to a Committee for review and discussion.

Attachments:
2022 Work Plan (4.12.22) (PDF)

Public Works Committee
2022 Work Plan (April 12, 2022)

Month	Agenda Topics
May	• County Line Road Box Culvert Contract Award
June	•
July	•
August	•
September	•
October	•
November	•
December	•

Future Agenda Topics

- Review of Standard Specifications for Land Development, for update and specifically as it relates to regulations of berms
- Prioritization of Drainage CIP (including Prairie View Lane)
- Hawthorne Road
- Sidewalk Snow Removal Policy
- Policy language for structures (i.e. Little Free Library) within the building setback
- Discussion regarding path/sidewalk on Range Line Road south of Mequon Road

2022 Completed Items:

• Approval of Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park • Authorization of Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park • Support of the M-T Trails Foundation, Inc. Application for a WisDOT TAP Grant and Pending MOU/Donation Agreement for an Off Road Path on Highland Road from the OIT to Rotary Park • Approval of the Purchase of a Replacement Plow Truck and a Replacement Mower • Contract Award for the 2022 Road Improvements • Contract Award for the 2022 Crack Sealing Contract • Contract Award for the the 2022 GSB-88 Bituminous Seal Contract	