


April 15, 2022

TO: Mayor and City Council Members

FROM: Brian K. Riblet, City Manager 

SUBJECT: City Council Work Session of Wednesday, April 20, 2022

As a reminder, City Council is scheduled to meet in Work Session on Wednesday, April 20 at 7:00 p.m.

As a reminder, the 2022 Volunteer Walk of Fame Ceremony is scheduled at 6:15 p.m. in Montgomery Park. In case of inclement weather, the ceremony will be held in Council Chambers.

### Work Session

1. Call to Order
2. Roll Call
3. Special Presentation
  - a. Staff will present an overview of the proposed final draft of the 2022-2026 Strategic Plan to City Council
4. Guest and Residents
5. Legislation for Consideration this Evening
6. Establishing an Agenda for May 4, 2022 Business Session

### Pending Legislation

- a. An Ordinance Establishing Schedules of Municipal Compensation—(Mr. Dobrozsi-2<sup>nd</sup> Reading) Information has been previously supplied on this legislation that, if approved, would establish a new Schedule of Municipal Compensation for non-bargaining unit employees. It is necessary to establish a new Schedule of Municipal Compensation as the current Schedule does not specify any wage rate adjustments for July 2022 or beyond. A new schedule is also needed to provide for title changes to address organizational needs.

*Add this Ordinance to the May 4, 2022 Business Session agenda for second reading. The third reading will be conducted at the June 1 Business Session with adoption of the Ordinance requested at that meeting.*

#### New Legislation

- a. A Resolution Recognizing The Month Of May 2022 As National Historic Preservation Month in The City Of Montgomery—Please see attached correspondence from Assistant City Manager Director Tracy Henao requesting that City Council consider this Resolution that, if approved, will recognize the month of May as National Historic Preservation Month in the City of Montgomery.

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- b. A Resolution Authorizing An Application For Grant Funding To The Ohio Department Of Natural Resources/Natureworks—Please see attached correspondence from Public Works Director Gary Heitkamp requesting that City Council consider adopting this Resolution that is required by ODNR for the NatureWorks Grant program application to replace a portion or portions of playground equipment in Swaim Park. \$125,000 is budgeted in the 2022 Capital Improvement Program in account 410.303.5470.

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- c. A Resolution Ratifying A Pool Management And Maintenance Agreement With Swimsafe Pool Management, Inc. And Approving An Amendment To Such Agreement For The 2022 Season—Please see attached correspondence from Public Works Director Gary Heitkamp requesting that City Council consider adopting this Resolution that, if approved, would amend the 2022 contract amount to an additional amount of \$30,928.00, thus bringing the contract total for 2022 to \$162,888.00. In March 2022, SwimSafe Pool Management contacted staff and indicated that the contractual amount of \$131,960.00 for 2022 would be insufficient due to a significant increase in chemicals as well as staffing rates as a result of the pandemic.

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- d. An Ordinance Providing for The Issuance of Not to Exceed \$7,500,000 Of Notes by The City of Montgomery, Ohio, For the Purpose of Making Public Infrastructure Improvements Within the City and Declaring an Emergency—Please see attached correspondence from Finance Director Katie Smiddy requesting that City Council consider this Ordinance that, if approved, will refinance certain Bond Anticipation Notes related to funding construction and engineering services for the Montgomery Quarter Project. The Notes must either be paid in full or refinanced within the second quarter of this year. It is recommended that the City refinance the Notes for another year due to the fluctuating financial markets. In the future, once the Montgomery Quarter Project through at least Stage 1 has been completed, the City can make the decision to issue permanent Notes to be repaid with revenues generated from the completed project. With the current market fluctuations, the Ordinance is being passed as an emergency to give our financial advisors the maximum flexibility to price the Bonds and complete refinancing.

*Add this Ordinance to the May 4, 2022 Business Session for first reading held at the meeting. It is requested that the rules requiring three readings be suspended at that meeting and the Ordinance be considered for passage as an emergency.*

- e. A Resolution Authorizing An Agreement With Enterprise Fleet Management Through Sourcewell To Lease Motor Vehicles To Support City Services—Please see attached correspondence from City Manager Brian Riblet requesting that City Council consider this Resolution that, if approved, would authorize an agreement with Enterprise Fleet Management, Inc. to implement a Fleet Management Program. Enterprise Fleet Management, Inc. utilizes the Sourcewell Cooperative Purchasing Program, which is similar to the Ohio Cooperative Purchasing Program, and the City of Montgomery is a member.

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

## 7. Administration Report

## 8. Law Director Report

## 9. City Council Member Reports

- a. Mr. Cappel
- b. Vice Mayor Bissmeyer
- c. Mr. Dobrozsi
- d. Mrs. Naiman
- e. Mr. Suer

f. Mr. Messer

g. Mayor Margolis

## 10. Approval of Minutes- April 6, 2022 Business Session

## 11. Other Business

- a. Liquor Permit—Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow a new D5J-D6 liquor permit to be issued to CRG Unit 46 LLC dba Bru Burger Bar at 9300 Montgomery Road.
- b. Liquor Permit—Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow a new D5J liquor permit to be issued to Livery Montgomery LLC dba Livery at 9320 Montgomery Road.
- c. Liquor Permit—Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow a new D5-D6 liquor permit to be issued to Pacific Kitchens LLC dba The Pacific Kitchen at 8300 Market Place Ln.
- d. Liquor Permit— Please see the attached memo from Police Chief John Crowell regarding the request from the State of Ohio Liquor Control Board to allow a new D3 liquor permit to be issued to Z Wine & Cheeze LLC at 7823 Cooper Road.

*Make a Motion to have or not have a hearing regarding these requests*

*Voice Vote*

## 12. Executive Session

## 13. Adjournment

Should you have any questions or concerns regarding this information, please do not hesitate to contact me.

C: Connie Gaylor, Administrative Coordinator  
Department Heads  
Terry Donnellon, Law Director

April 20, 2022  
City Hall  
7:00 p.m.

1. Call to Order
2. Roll Call
3. Special Presentation
  - a. Staff will present an overview of the proposed final draft of the 2022-2026 Strategic Plan to City Council
4. Guests and Residents
5. Legislation for Consideration This Evening
6. Establishing an Agenda for the May 4, 2022 Business Session

Pending Legislation

- a. An Ordinance Establishing Schedules of Municipal Compensation—(Mr. Dobrozsi-2nd Reading)

*Add this Ordinance to the May 4, 2022 Business Session for second reading. The third reading will be conducted at the June 1, 2022 Business Session with adoption of the Ordinance requested at that meeting.*

New Legislation

- a. A Resolution Recognizing The Month Of May 2022 As National Historic Preservation Month in The City Of Montgomery

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- b. A Resolution Authorizing An Application For Grant Funding To The Ohio Department Of Natural Resources/Natureworks

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

- c. A Resolution Ratifying A Pool Management And Maintenance Agreement With Swimsafe Pool Management, Inc. And Approving An Amendment To Such Agreement For The 2022 Season

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

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*Add this Ordinance to the May 4, 2022 Business Session for first reading held at the meeting. It is requested that the rules requiring three readings be suspended at that meeting and the Ordinance be considered for passage as an emergency.*

- e. A Resolution Authorizing An Agreement With Enterprise Fleet Management Through Sourcewell To Lease Motor Vehicles To Support City Services

*Add this Resolution to the May 4, 2022 Business Session agenda, assign it to a City Council member for reading, and consider adoption of the Resolution that evening.*

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- a. Mr. Cappel
- b. Vice Mayor Bissmeyer
- c. Mr. Dobrozsi
- d. Mrs. Naiman
- e. Mr. Suer
- f. Mr. Messer
- g. Mayor Margolis

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## 12. Executive Session

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Should you have any questions or concerns regarding this information, please do not hesitate to contact me.

C: Connie Gaylor, Administrative Coordinator  
Department Heads  
Terry Donnellon, Law Director

**ORDINANCE NO.                      , 2022**

**AN ORDINANCE ESTABLISHING THE  
SCHEDULE OF MUNICIPAL COMPENSATION FOR EMPLOYEES**

**WHEREAS**, Council must establish a Schedule of Municipal Compensation for City employees who are not members of a collective bargaining unit to be effective July 1, 2022 (the first day of the first full pay period in July 2022); and

**WHEREAS**, the Administration has recommended an increase in compensation for such employees, which is reflected in the Schedule of Municipal Compensation attached hereto; and

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Montgomery, Ohio:

**SECTION 1.** Pursuant to requirements of Chapter 34 of the Montgomery Code of Ordinances, the Schedule of Municipal Compensation ("Schedule") is hereby established to govern the annual compensation of municipal employees who are not governed by collective bargaining agreements, which schedule shall be effective on July 1, 2022. The Schedule governing such positions is attached hereto as "Exhibit A" and is hereby made a part of this Ordinance as if fully rewritten herein.

**SECTION 2.** The Schedule prescribes the basic rates of pay for various classes of employees. Employees will typically be hired at the starting point of the appropriate salary range, but an employee may be placed at a higher location within their pay range at the discretion of the City Manager depending upon their qualifications, experience, and education. Employees may move through their respective salary range based upon work performance as determined through an annual performance review. The amount of the annual merit increase is dependent upon employee performance and funding availability.

**SECTION 3.** The City Manager is hereby authorized to grant an annual merit bonus, not to exceed two percent (2%) of the base salary of the employee, for full-time employees who have reached the top of their respective pay range. Permanent part-time employees who have reached the top of the pay range may be eligible for a



merit bonus of up to 20 hours of pay at their current hourly rate for exceptional work performance.

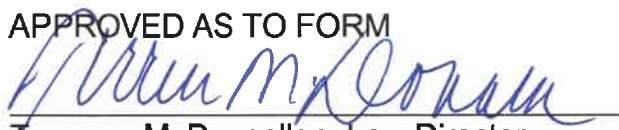
**SECTION 4.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM

  
\_\_\_\_\_  
Terrence M. Donnellan, Law Director

# Full-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A	Assistant City Manager Fire Chief Police Chief Public Works Director	\$108,825.60	\$144,726.40	\$112,091.20	\$149,073.60
1B	Director of Finance Community Development Director Community and Information Services Director	\$103,688.00	\$138,236.80	\$106,808.00	\$142,376.00
2	Assistant Fire Chief Assistant Police Chief Assistant Public Works Director	\$99,632.00	\$123,572.80	\$102,627.20	\$127,275.20
3A	Assistant Director of Finance/Tax Commissioner Human Resources Manager	\$77,251.20	\$101,192.00	\$79,560.00	\$104,228.80
3B	Communications and Engagement Coordinator Recreation Director	\$76,044.80	\$99,528.00	\$78,332.80	\$102,523.20
4	Zoning and Code Compliance Officer Public Works Department Supervisor Tax Commissioner	\$68,016.00	\$86,985.60	\$70,054.40	\$89,585.60
5	Construction and Compliance Inspector	\$31.49	\$39.68	\$32.44	\$40.87
6	Administrative Coordinator Assistant to the City Manager Office Manager	\$29.71	\$37.14	\$30.60	\$38.26
7	Recreation Specialist	\$27.77	\$34.98	\$28.60	\$36.03
8	Clerk of Court	\$25.45	\$33.11	\$26.22	\$34.10
9	Finance Specialist Customer Service Representative	\$25.08	\$31.35	\$25.84	\$32.29

All annual, salaried positions in Ranges 1 through 4 are calculated assuming a 26 pay period annual pay schedule, which is the normal annual pay schedule for the City. In the event that the City experiences a year which has 27 bi-weekly pay periods, the City's wage scale will reflect an increase of an additional 1/26th of the maximum salary for the purpose of meeting payroll for the 27th pay period. For all other years, the minimum and maximum salaries are as published on the pay schedule above.

# Part-Time Schedule

Exhibit "A"

Range	Position	Effective first day of first full pay period in July 2022		Effective first day of first full pay period in July 2023	
		Minimum	Maximum	Minimum	Maximum
1A 1B 1C	Special Projects Coordinator Assistant to the City Manager Finance Specialist	\$50.60 \$29.71 \$25.08	\$62.75 \$37.14 \$31.35	\$52.12 \$30.60 \$25.84	\$64.64 \$38.26 \$32.29
1D	Customer Service Representative Volunteer Coordinator	\$24.57	\$30.62	\$25.30	\$31.54
2	Firefighter/Paramedic	\$19.12	\$24.37	\$19.69	\$25.10
3	Custodian Firefighter/EMT	\$17.07	\$21.77	\$17.58	\$22.42
4	Intern Seasonal Service Worker	\$14.87	\$18.90	\$15.31	\$19.46
6	Auxiliary Police Officer	\$11.48	\$28.71	\$11.82	\$29.57

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April 15, 2022

TO: Brian K. Riblet, City Manager

FROM: Tracy Henao, Assistant City Manager *TH*

SUBJECT: National Historic Preservation Month

### Request

Staff is requesting that City Council adopt a resolution recognizing the month of May 2022 as National Historic Preservation Month.

### Background

Once again, the month of May is designated as National Historic Preservation month. It is a time when communities and organizations recognize the value and importance of their heritage. Traditionally Montgomery has passed a resolution endorsing historic preservation and the heritage of Montgomery. Based on the positive response the City receives on the downtown walking tour as well as the fantastic turnout for Lanterns and Landmarks, it is clear that the more people become familiar with the City's history and the Landmark buildings, the more appreciative they become of the community and the more committed they are to preserving the past. Additionally, the City's downtown Heritage District is appreciated throughout the region and its unique character draws visitors to the City's restaurants and stores, which helps add vitality to the community.

### Recommendation

Staff recommends that City Council support the enthusiasm of National Historic Preservation Month by passing a resolution recognizing the importance of historic preservation in the community.

RESOLUTION NO.       , 2022

**A RESOLUTION RECOGNIZING THE MONTH OF  
MAY 2022 AS NATIONAL HISTORIC PRESERVATION MONTH  
IN THE CITY OF MONTGOMERY**

**WHEREAS**, the City of Montgomery has a rich heritage which is manifested in numerous buildings throughout the City, including eight buildings listed in the National Historic Register; and

**WHEREAS**, this heritage enriches the lives of our citizens, and it is in the public interest to preserve this legacy so that future generations may benefit from the cultural, aesthetic, educational, economic and inspirational benefits of their heritage; and

**WHEREAS**, the retention of the City of Montgomery's heritage is best accomplished only through the combined efforts of concerned individuals and organizations in the community.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City of Montgomery does hereby designate the month of May 2022 as ***National Historic Preservation Month*** in the City of Montgomery. We call special attention to the Montgomery Landmarks that have been carefully researched and recognized by the Landmarks Commission and the collection of our community history assembled by the Montgomery Historical Preservation Association at the Wilder Swaim House.

**SECTION 2.** The City of Montgomery is proud to be home to many authentic architectural representations of the City's historic cultural heritage.

**SECTION 3.** We hereby call upon all citizens to recognize our City's historical past, and to protect these precious resources for the enjoyment of future generations.

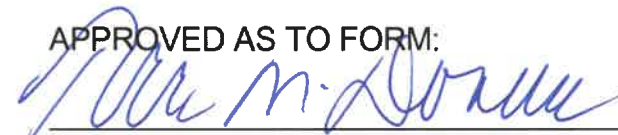
**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director



April 15, 2022

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director  
Julie Machon, Recreation Director

SUBJECT: Legislation Request to submit NatureWorks grant application to the Ohio Department of Natural Resources (ODNR)

### Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to submit an application requesting financial assistance from the ODNR under the NatureWorks Grant Program.

### Background

Staff has worked to inventory and create a plan to replace playground structures located in city parks over the next several years. The focus in 2022 is to replace a portion or portions of playground equipment in Swaim Park. To perform this work, \$125,000 is budgeted in the 2022 Capital Improvement Program in account 410.303.5470. The City will request a grant for an additional \$75,000 from ODNR NatureWorks Grant Program which, if successful, will allow us to further enhance the playground equipment identified for replacement. If we are unsuccessful in securing grant funding, we will still proceed with maximizing the current budgeted amount in 2022 and evaluate the need for additional future improvements.

### Financial Impact

There are no fees associated with the submittal of the grant application. However, as required by ODNR for the NatureWorks Grant program application, the City does agree to obligate the funds (\$125,000 local share as well as the \$75,000 grant match) required to satisfactorily complete the proposed project to become eligible for reimbursement under the terms of the grant.

### Recommendation

Staff recommends that City Council adopt a Resolution authorizing the City Manager to submit an application requesting financial assistance from ODNR under the NatureWorks Grant Program in the amount of \$75,000. Grant applications are due June 1, 2022.

If there are any questions or if additional information is required, please do not hesitate to contact me.

**RESOLUTION NO.                      , 2022**

**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDING TO THE  
OHIO DEPARTMENT OF NATURAL RESOURCES/NATUREWORKS**

**WHEREAS**, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes through the State of Ohio NatureWorks Grant Program; and

**WHEREAS**, the City of Montgomery desires financial assistance under the NatureWorks Grant Program.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The Council of the City of Montgomery, Ohio hereby approves and authorizes an application for financial assistance with the Ohio Department of Natural Resources, and specifically the NatureWorks Grant Program.

**SECTION 2.** The City Manager is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all additional information and documentation required to become eligible for possible funding assistance.

**SECTION 3.** The Council on behalf of the City of Montgomery does agree to obligate the funds required to satisfactorily complete the proposed project and to become eligible for reimbursement under the terms of the NatureWorks Grant Program.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

April 8, 2022

TO: Brian Riblet, City Manager

FROM: Gary Heitkamp, Public Works Director  
Julie Machon, Recreation Director

SUBJECT: Legislation Request to amend contract with SwimSafe Pool Management, Inc.

**Request**

It is necessary for City Council to adopt a Resolution authorizing the City Manager to approve an amendment to the contract with SwimSafe Pool Management, Inc. to provide management operations of the swimming pool for 2022.

**Background**

In 2018, the City entered into a three-year contract with SwimSafe Pool Management, Inc. to provide management operations for the swimming pool for 2019, 2020, and 2021. The contract also included an option of continuing the contract an additional two-years for 2022 and 2023 if staff was satisfied with SwimSafe's services. The costs associated with the existing contract are as follows:

	2019	2020	2021	2022 Continuation	2023 Continuation
SwimSafe Pool Management, Inc.	\$126,530	\$130,960	\$130,960	\$131,960	\$131,960

City staff was very satisfied with the performance of SwimSafe Pool Management, Inc. over the past three-years. In October 2021, the City Manager agreed to continue the contract for 2022 by executing an addendum to the contract.

In March 2022, SwimSafe Pool Management contacted staff and indicated that the contractual amount of \$131,960.00 for 2022 was insufficient due to the aftermath of the COVID-19 pandemic that has gripped our Country since early 2020. As City Council is aware, supply chain issues, supply costs, labor shortages and increased hourly rates for those choosing to work are not unique to Montgomery, these issues are being experienced nationwide. SwimSafe purchases pool chemicals from Miami Products and Chemical Company. Miami Products and Chemical Company indicated that there would be a substantial price increase for 2022 consisting of a 46.6% increase for bulk liquid chlorine and a 35% increase for all other chemicals, thus increasing the total costs of the chemicals by \$2,208.00. Regarding staff wage rates, the average hourly wage rate for lifeguards and other pool staff in 2021 was \$8.90 per hour. Due to the current labor market wage increases and worker shortages, SwimSafe has recommended that the average wage rate be \$12.00 per hour for 2022. This would allow SwimSafe to retain most of their lifeguards and other staffing, while also allowing them to attract new hires to fill the vacant positions. This \$3.10 per hour wage increase results in a total labor cost increase of \$28,720.00. When you combine the cost increase of the chemicals and the staff wage rates, the total contract increase would be \$30,928.00. Thus, the new contract amount would total \$162,888.00.

Staff would like to note that in 2020, SwimSafe worked with city staff on a creative way to open the Montgomery Pool later than normal and rather than selling memberships the city offered time slots to control overall participants at the pool to meet CDC guidelines at that time. The 2020 contractual amount with SwimSafe was reduced from \$130,960.00 to \$118,601.00 resulting in a net savings of \$12,359.00

### Financial Impact

Funds to contract for management of the swimming pool are captured in the 275.00.5365 account. For 2022, the budget amount for this account is \$183,876, which in addition to the pool management contract covers swim team, swim lessons, lawn care, pest control, permits, repair contracts, and pool

programming. With this increase in the pool management contract, the expenditures are expected to exceed the budgeted amount by \$30,928.00.

Realizing that future pool management contracts will most likely be higher than our previous experiences, staff is already in the process of evaluating and analyzing all revenue operations of the pool to make recommendations to increase pool revenues. The annual membership rates, daily passes, swim team rates for 2022 have already been established but staff anticipates making a recommendation to Parks and Recreation Committee of Council to increase 2023 rates in the coming months. Staff is currently in the process of adjusting concession pricing and other miscellaneous pricing this year to increase revenue in 2022.

### Recommendation

Staff recommends that City Council adopt a Resolution authorizing the City Manager to approve an amendment to the contract with SwimSafe Pool Management, Inc. to provide management operations of the swimming pool for 2022 in an additional amount of \$30,928.00, thus bringing the contract total for 2022 to \$162,888.00.

If approved, staff also recommends the increased amount of \$30,928.00 would be drawn from the American Rescue Act Plan of 2021 (ARPA) received by the City of Montgomery as this issue is a great example of the intent and criteria established for such funds.

If there are any questions or if additional information is required, please do not hesitate to contact me.

### Attachments -

- Addendum to Swimming Pool Management and Maintenance Agreement (signed October 1, 2021)

- Letter from SwimSafe indicated cost increases

## **ADDENDUM TO SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT**

This First Addendum to the Contract for the Swimming Pool Management and Maintenance Agreement ("Contract") dated December 31, 2018, between the City of Montgomery, ("Client") and SwimSafe Pool Management, Inc. ("SSPM") is hereby entered into by and between the Client and SSPM this 1 day of OCTOBER, 2021.

WHEREAS, the parties entered into a three-year contract for swimming pool management and maintenance ("Contract") on December 31, 2018; and

WHEREAS, the Client is hereby exercising the option to extend the Contract for an additional year in accordance with the terms and conditions contained in Exhibit "A";

NOW THEREFORE, the parties for and in consideration of their mutual promises and agreements do hereby agree as follows:

1. The Contract shall be extended for one (1) additional year, beginning on November 1, 2021, and terminating on October 31, 2022.
2. The Client shall pay SSPM a fee for the services provided under the Contract in an amount equal to those stated in the schedule set forth in Exhibit A attached hereto.
3. The following Section shall be incorporated into the Contract:

### **SECTION 24. PROVISION FOR CHANGES IN FEDERAL LAW**

If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage to a rate higher than the current cost of living model used, during the period of the contract, SSPM will present these additional costs to the Client. The Client, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the minimum wage increase.

4. Except as otherwise provided herein, all other terms and Conditions of the Contract shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Addendum on the day first written above.

THE CITY OF MONTGOMERY

By B-K Balt

SWIMSAFE POOL MANAGEMENT

By KMF





March 22, 2022

These numbers are a little lower than the estimate previously sent. Please review the breakdown and let me know if you have any questions. These numbers assume the concession will be open during all hours of pool operation. I know the concession hours were reduced the last couple of years, so that can be adjusted if needed.

Here is the basic breakdown –

#### Chemicals

- Bulk liquid chlorine we spent \$4,010.00 in 2021 at a 46.6% increase that adds \$1,868
- Other chemicals were \$974.00 at 35% blended increase that equals \$340
- So, **\$2,208 to cover chemical increase**

#### Labor

- City of Montgomery has 7,900 regular operating labor hours, assuming concessions are open all hours as in the original agreement.
- Swim Team/lessons Lifeguard hours (140), daily maintenance, set up and closing hours during the summer (302), and spring lifeguard pool opening/training hours (100) account for 542 hours
- Total hours of 8,442 multiplied x \$2.70 per hour (12.00 per hour minus current \$9.30 per hour) multiplied by 26% to cover overhead, insurance, workers comp and payroll fees, taxes, etc. = **\$28,720 for additional cost of labor**

Total = \$2,208 + 28,720 = **\$30,928**

We appreciate your partnership and are looking forward to a great summer swim season.

**RESOLUTION NO.                      , 2022**

**A RESOLUTION RATIFYING A POOL MANAGEMENT AND MAINTENANCE AGREEMENT WITH SWIMSAFE POOL MANAGEMENT, INC. AND APPROVING AN AMENDMENT TO SUCH AGREEMENT FOR THE 2022 SEASON**

**WHEREAS**, the City entered into an Agreement with SwimSafe Pool Management, Inc. in December 2018 authorizing a three year contract to operate and manage the Montgomery Swimming Pool complex and related recreation services; and

**WHEREAS**, the 2018 Agreement allowed the City the opportunity to extend the Agreement for two additional years at a slight increase projected in 2019 for seasons 2020 and 2021; and

**WHEREAS**, in October 2021, the City Manager exercised the option to extend the contract for the 2022 season; and

**WHEREAS**, with the economic impact of COVID-19 across our country, and the particular impact on supply chain issues and labor shortages, SwimSafe has asked for an Amendment to the Agreement for calendar year 2022 to increase the cost of the Agreement by \$30,928 to cover the increased cost of chemicals and related supplies, and to incentivize the employment of lifeguards and related personnel to support the Montgomery Swimming Pool complex; and

**WHEREAS**, with the unprecedented economic impact of COVID-19 and with the superior services the City has received for several years from SwimSafe Pool Management, Inc., the Administration has recommended that the City adopt such Amendment for the 2022 pool season.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** Council does hereby ratify the Swimming Pool Management and Maintenance Agreement between SwimSafe Pool Management, Inc. and the City of Montgomery executed December 31, 2018 governing the continuing operations of the Montgomery Swimming Pool complex through calendar year 2022. The City retains the option to extend the contract for the 2023 pool season according to the terms of the Agreement.

**SECTION 2.** To offset the unique impact of the COVID-19 pandemic, the City Manager is authorized, pursuant to Paragraph 18 of the Agreement, to execute an Amendment to the Agreement to increase the management fees to be paid to SwimSafe Pool Management, Inc. for pool season 2022 by the amount of \$30,928.

**SECTION 3.** The City Manager is authorized to execute such additional documentation as may be necessary to implement this proposed Amendment.

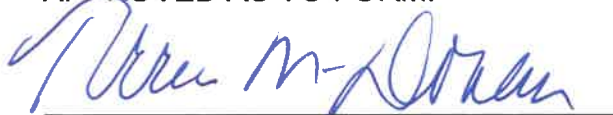
**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

**2022 AMENDMENT TO SWIMMING POOL MANAGEMENT  
AND MAINTENANCE AGREEMENT**

WHEREAS, SwimSafe Pool Management, Inc., an Ohio corporation ("SSPM"), 107 Commerce Drive, Loveland, Ohio 45140, entered into a Swimming Pool Management and Maintenance Agreement ("Agreement") with the City of Montgomery, Ohio, an Ohio municipal corporation ("Client"), 10101 Montgomery Road, Montgomery, Ohio 45242, on December 31, 2019, to manage, operate and service the Montgomery Community Swimming Pool; and

WHEREAS, according to the terms of such Agreement, the Agreement may be extended by Client for pool seasons 2022 and 2023, which extensions were appropriately authorized by the City Manager; and

WHEREAS, due to the devastating impacts of COVID-19 which has negatively impacted the cost of supplies and operations, SSPM has requested, and Client has agreed, to increase the total Agreement amount by \$30,928 to a total of \$162,888 for the 2022 swim season.

NOW THEREFORE, with these premises in mind, in consideration of the mutual promises and covenants contained herein, SSPM and Client agree as follows:

1. Consistent with Paragraph 18 of the Agreement, the contract amount for the 2022 pool season shall be \$162,888 payable according to the same terms and conditions of the original Agreement. This Amendment and the increase in the contract price shall apply only to the 2022 swim season.

2. All other terms and conditions of the Swimming Pool Management and Maintenance Agreement dated December 31, 2018 are hereby ratified and reaffirmed, including the extension of the contract for pool seasons 2022 and 2023 as previously exercised by the City Manager of Montgomery, Ohio.

**SwimSafe Pool Management, Inc.**  
**an Ohio corporation**

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

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

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

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

**City of Montgomery, Ohio,**  
**an Ohio municipal corporation**

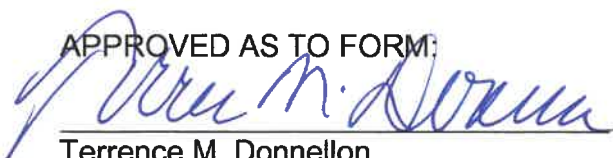
By: \_\_\_\_\_

Brian K. Riblet

Its: City Manager

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

APPROVED AS TO FORM:



Terrence M. Donnellon,  
Director of Law

April 15, 2022

TO: Brian K. Riblet, City Manager

FROM: Katie Smiddy, Finance Director

SUBJECT: Montgomery Quarter Public Infrastructure Improvements Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2022 Renewal

## **Request**

It is necessary for City Council to consider an Ordinance authorizing the City Manager to renew the \$7,500,000 Series 2020 Bond Anticipation Notes issued for public infrastructure improvements.

## **Background**

On June 23, 2020, the City issued \$7,500,000 Series 2020 Public Infrastructure Improvements General Obligation Bond Anticipation Notes. The City renewed the BANs on June 21, 2021 with a final maturity on June 16, 2022. The interest due on June 16, 2022, totals \$101,692.71. The short term borrow was used to fund the construction of public improvements in the Montgomery Quarter development. These Notes can either be converted to General Obligation Bonds in the coming years or continue to be rolled each year as Bond Anticipation Notes. The current plan is to renew the BAN for one more year to mature in June 2023.

## **Financial Impact**

These notes are general obligations of the City. No separate tax is levied and collected to pay such notes as the required debt service payments have been appropriated in the City's annual budget. The Series 2022 BAN Renewal is projected to have a total interest cost of approximately 2.50%.

## **Recommendation**

Staff recommends City Council approve the action to authorize issuance of not to exceed \$7,500,000 Public Infrastructure Improvements Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2022 Renewal. It is also recommended this request be added to the May 4<sup>th</sup> agenda for the first reading with Council consideration in suspending the second and third readings and passing as an emergency to allow us to meet the anticipated June closing date.

**ORDINANCE NO.           , 2022**

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT  
TO EXCEED \$7,500,000 OF NOTES BY THE CITY OF  
MONTGOMERY, OHIO, FOR THE PURPOSE OF MAKING  
PUBLIC INFRASTRUCTURE IMPROVEMENTS WITHIN THE  
CITY AND DECLARING AN EMERGENCY**

WHEREAS, this Council has previously issued bond anticipation notes in the amount of \$7,500,000, which notes are about to mature and should be refinanced in a like or reduced principal amount; and

WHEREAS, the Finance Director, the fiscal officer of the City of Montgomery has heretofore estimated that the life of the project hereinafter described is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-five (25) years, and of the notes to be issued in anticipation thereof is eighteen (18) years; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Montgomery, (hereinafter called the "City"), County of Hamilton, Ohio, that:

SECTION 1. It is necessary to issue bonds of the City in the principal amount of not to exceed \$7,500,000, to refinance outstanding notes originally issued for the purposes of making public infrastructure improvements, including road improvements consisting of constructing new roads, curbs and sidewalks; installing water mains, sewers and storm sewers; and all related improvements, including site development and engineering in the City of Montgomery. Said bonds shall be dated approximately March 1, 2023, shall bear interest at the estimated rate of five per centum (5%) per annum and shall mature in substantially equal annual or semiannual installments over a period not exceeding twenty-five (25) years after their issuance.

SECTION 2. It is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$7,500,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. The Notes shall be dated the date of their issuance, shall bear interest at a rate not to exceed four per centum (4.00%) per annum, payable at maturity, shall mature not more than one year from the date of their issuance, and shall be of such number and denomination as may be requested by the purchaser, however the Notes shall be issued only in authorized denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. This Council hereby covenants that it will not exchange or reissue the Notes in less than authorized denominations other than through a "primary offering", as that term is defined in SEC Rule 15c2-12. Interest on the Notes shall be calculated on an actual days elapsed, 360-day year basis.

Final terms of the Notes, which shall be consistent with this ordinance, shall be set forth in the certificate of award ("Certificate of Award") which is hereby authorized and which shall be executed by the Finance Director without further action of this Council.

SECTION 4. The Notes shall be executed by the City Manager and Finance Director and shall bear the seal of the corporation. The Notes shall be designated "Public Infrastructure Improvements Limited Tax General Obligation Bond Anticipation Notes, Series 2020, 2022 Renewal" or as otherwise

designated in the Certificate of Award, and shall be payable in Federal Reserve funds by the paying agent and registrar for the Notes as determined by the Finance Director, and shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

SECTION 5. Said Notes shall be sold by the Finance Director at public or private sale, at the discretion of such officer and awarded by such officer without further action by this Council, at not less than the par value of such Notes together with interest thereon, if any, as specified in Section 3 of this Ordinance. The proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other reason, and for which purpose said money is hereby appropriated. Accrued interest and premium, if any, received on the sale of said Notes, shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of said Notes in the manner provided by law.

Notwithstanding the above, the Finance Director is hereby directed to withhold delivery of the Notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City a certificate acknowledging that the original purchaser will sell the notes to no more than 35 persons, each of whom the original purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the Notes.

SECTION 6. The Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value received from the sale of bonds anticipated by the Notes, and any excess fund resulting from the issue of the Notes, shall to the extent necessary be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. During the period while the Notes run there shall be levied upon all of the taxable property in the City within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent that debt service on said obligations is appropriated and paid from other municipal sources said tax shall not be collected for the purposes thereof.

SECTION 8. This Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Section 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of the Notes is



authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of Sections 103(b)(2) and 148 of the regulations thereunder.

These Notes are hereby designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code. The City does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during this year.

SECTION 9. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 10. The firm of Dinsmore & Shohl LLP, is hereby engaged as the City's "Bond Counsel" pursuant to the engagement letter on file with the City.

SECTION 11. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of Bond Counsel, necessary to carry out the purposes of this Ordinance.

SECTION 12. This City Council hereby authorizes and directs the Finance Director to take any and all actions which may be necessary to issue the Notes in book-entry-only form without further action by this Council including execution of all documents necessary therefor.

SECTION 13. The Finance Director is hereby authorized to apply, if she deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by Bond Counsel.

SECTION 14. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.


SECTION 15. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City in order to provide for the orderly financing of the infrastructure improvements to which it relates as herein provided, and it shall take effect immediately upon its adoption.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director



April 8, 2022

TO: Montgomery City Council

FROM: Brian K. Riblet, City Manager *BKR*

SUBJECT: Request to enter into an agreement with Enterprise Fleet Management, Inc. to implement a Fleet Management Program

### Request

It is necessary for City Council to adopt a Resolution authorizing the City Manager to enter into an agreement with Enterprise Fleet Management, Inc. to implement a Fleet Management Program.

### Financial Impact

If approved, staff would utilize funding already included in the 2022-2026 City Budget specifically for vehicle replacements to begin implementation of a fleet management program. This would not require additional funds, however, would deviate from our current practice and allow us to begin replacing multiple vehicles and utilizing current funding and equity to acquire new vehicles each year.

### Background

As City Council may recall, conducting a comprehensive analysis on our city fleet program and current vehicle replacement schedule was the last of three studies to complete.

The first study was the completion of a Capital Needs Assessment Report of all city-owned building and facilities. The report assembled by American Structurepoint included a comprehensive 15-year capital improvement and estimated budgetary considerations to ensure our city facilities will be maintained in an efficient manner.

The second study also involved American Structurepoint and included an analysis of current and future staffing levels and current and future space considerations within the Public Works, Safety Center, and City Hall buildings. This report will be beneficial as we work through implementation of the 2022-2026 City Strategic Plan.

And the third study, as mentioned above, was to conduct a comprehensive analysis on our city fleet program and current vehicle replacement schedule, more specifically, all police cruisers, unmarked police vehicles, fire support vehicles, public works vehicles, recreation, and community development vehicles. The following is the current rotation schedule:

- |                                 |                  |
|---------------------------------|------------------|
| • Public Works                  | 10-14-year cycle |
| • Fire Support Vehicles         | 10-14-year cycle |
| • Recreation Vehicle            | 12-15-year cycle |
| • Community Development Vehicle | 12-15-year cycle |
| • Unmarked Police Vehicles      | 10-14-year cycle |
| • Police Cruisers               | 5-7-year cycle   |

The police cruisers are replaced on an alternating schedule of one cruiser in one year and three cruisers in the subsequent year.

As City Council is aware, the city utilizes the Ohio Cooperative Purchasing Program to purchase our vehicles through the state bid process in which we can buy at a cheaper rate than through the open market.

In 2020, Katie Smiddy, Chief Crowell and myself engaged with representatives from Enterprise Fleet Management, Inc. to conduct a review of our current process and began discussing a different approach to managing our city fleet.

Enterprise Fleet Management, Inc. utilizes the Sourcwell Cooperative Purchasing Program, which is similar to the Ohio Cooperative Purchasing Program, and the City of Montgomery is a member. We determined it would be economically beneficial to replace our fleet on a more frequent basis, in most cases 3-5 years, to take advantage of maximum resale values.

This approach will also result in lower fleet maintenance and repair costs that we currently experience with our older fleet.

Enterprise Fleet Management, Inc. will also provide a platform to manage routine vehicle maintenance and track vehicle history in addition to managing the purchasing and resale process on the city's behalf.

Another benefit of this approach is the image and brand of our city fleet throughout community. The city invested a significant amount of time and financial resources in a re-branding campaign and this proposed approach will ensure we have newer fleet representing the city's brand.

### **Recommendation**

This issue was discussed in detail at the April 4, 2022, Financial Planning Committee of City Council with representatives from Enterprise Fleet Management, Inc. in attendance and a unanimous motion was made to bring this proposed agreement to City Council for consideration.

Staff does request City Council adopt a Resolution authorizing the City Manager to enter into an agreement with Enterprise Fleet Management, Inc. to implement a Fleet Management Program.

**RESOLUTION NO.                   , 2022**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENTERPRISE  
FLEET MANAGEMENT THROUGH SOURCEWELL TO LEASE  
MOTOR VEHICLES TO SUPPORT CITY SERVICES**

**WHEREAS**, Ohio law requires governmental entities, when purchasing goods or services in excess of \$50,000, to award such purchase by competitive bidding, which at times can add unnecessary delays and unnecessary cost to such routine contract procedures; and

**WHEREAS**, Ohio law recognizes a number of exemptions to competitive bidding when advantages may be gained by participating in a Cooperative Purchasing Program, including a joint Purchasing Program operated by or through a national or state association of political subdivisions in which the local municipal entity is a member; and

**WHEREAS**, the City of Montgomery has membership in SourceWell, a Minnesota based government Cooperative Purchasing Association which competitively bids goods and services; and

**WHEREAS**, Enterprise Fleet Management, through the Enterprise Fleet Management Trust and Enterprise Fleet Management, Inc., is a vendor which has competitively bid and has been awarded a contract through SourceWell to provide fleet management services including leasing and maintenance services to local municipal governments; and

**WHEREAS**, the City Administration has recommended contracting with the Enterprise Fleet Management Trust and its affiliate, Enterprise Fleet Management, Inc.

(combined "EFM"), according to the attached Agreements to allow EFM to more productively and economically manage the City's needs for motor vehicles.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is authorized to execute the attached Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management, Inc., the related Master Equity Lease Agreement with Enterprise Fleet Management Trust, the attached Full Maintenance Agreement with Enterprise Fleet Management, Inc., and such necessary subleases to lease, manage and maintain a fleet of vehicles necessary to meet the City's needs. Consistent with the terms of such Agreement, this is a renewable Agreement which may be terminated by the City when such covered services are no longer a benefit to the City.

**SECTION 2.** The City Manager is authorized to execute such additional documentation as may be necessary to support this fleet management program through EFM.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

## MASTER EQUITY LEASE AGREEMENT

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

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

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

### 3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



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

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

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

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

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

#### **8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

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

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

#### **9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

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

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

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

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

#### **11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



### 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 shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire 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 Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required 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 any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (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 clutch 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 to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$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 required to 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 Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or 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 day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER 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 SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

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

IN WITNESS WHEREOF, EFM and Lessee have executed this 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 \_\_\_\_\_

## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is 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 vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_



**7. 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 express 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.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$\_\_\_\_\_ per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

COMPANY: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Initials: EFM\_\_\_\_\_ Company\_\_\_\_\_

*These minutes are a draft of the proposed minutes from the City Council meeting. They do not represent the official record of proceedings until formally adopted by the City Council. Formal adoption is noted by signature of the Clerk within the minutes.*

City of Montgomery  
City Council Business Session Minutes  
April 6, 2022

Present

Brian Riblet, City Manager  
Terry Donnellon, Law Director  
Kevin Chesar, Community Development Dir.  
John Crowell, Police Chief  
Gary Heitkamp, Public Works Director  
Tracy Henao, Asst. City Manager  
Matthew Vanderhorst, Community and Information Services Director  
Paul Wright, Fire Chief  
Amy Frederick, Communications and Engagement Coordinator  
Connie Gaylor, Clerk of Council

City Council Members Present

Craig Margolis, Mayor  
Lee Ann Bissmeyer, Vice Mayor  
Mike Cappel  
Chris Dobrozsi  
Ron Messer  
Sasha Naiman  
Ken Suer

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City Council its Business Session for April 6, 2022 at 7:00 p.m. at City Hall with Mayor Margolis presiding.

**ROLL CALL**

Mayor Margolis asked for a motion to dispense with roll call as all members were present.

Mr. Cappel made a motion to dispense with roll call. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

**LEGISLATION TO BE CONSIDERED THIS EVENING**

**An Ordinance Amending The Land Usage Code To Enact New Regulations For The Sign Code And The Old Montgomery Gateway District**

Mayor Margolis asked for a motion to add the legislation to the agenda.

Mr. Cappel made a motion to add the legislation to the agenda. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer.

Mr. Dobrozsi recused himself from discussion and voting on this piece of legislation as well as the next like he has done with all legislation that relates to the development and roundabout. He explained that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain from voting upon legislation related to the Montgomery Quarter project.

Vice Mayor Bissmeyer made a motion to read the Ordinance by title only. Mr. Cappel seconded.

Vice Mayor Bissmeyer read the title and moved to suspend the second and third readings of the Ordinance. Mr. Cappel seconded.

The roll was called and showed the following vote:

AYE: Cappel, Bissmeyer, Margolis, Naiman, Suer, Messer

(6)

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City Council Business Session Minutes  
April 6, 2022  
Page 2

NAY: (0)  
ABSTAIN: Dobrozsi (1)

Ms. Henao explained that it is requested that City Council consider a recommendation from the Planning Commission on a series of text amendments to Chapter 151.30 Sign Code and 151.15 Old Montgomery Gateway District Regulations. City Council held a public hearing on the proposed text amendments prior to the Business Session on March 2. No guests or residents spoke in support on in opposition to the proposed text amendments.

Ms. Henao stated that the existing Sign Code is primarily designed for signage on single or two-story buildings and the regulations are appropriate for the size and scale of those buildings. However, newer developments have buildings which are larger in scale and may have multiple entrances and frontage on more than one street which requires more flexibility to design effective identification and wayfinding signage. In the past, signage for buildings of larger scale and massing have been approved by variance. In collaborating with applicant, Staff suggested that modifications to the Zoning Code would be more appropriate than requesting variances to create a cohesive approach to signage for the development and for the city. The proposed text amendments have been created by Staff and the applicant working together to create proposed text amendments that will allow for flexibility in sign design while respecting the existing built environment. Staff also took the opportunity to clean up sections of the Sign Code that needed clarity (i.e., definitions, clarity on temporary signs in residential districts, process, etc.). It is important to note that the specific regulations for signage for the Heritage District as defined in Chapter 151.14 would supersede these regulations. The Landmarks Commission met to discuss the proposed amendments on November 10, 2021. After discussion, the Commission felt comfortable with the recommendations regarding size, height from grade, etc. however, requested additional information on brightness levels for internally illuminated signs and made other recommendations for changes to the proposed amendments. Staff incorporated all the recommendation from the Landmarks Commission into the proposed text amendments and collaborated with the applicant to provide the additional information requested on brightness levels. The Landmarks Commission met to continue discussions on the proposed text amendments on December 8, 2021. At the meeting, Staff reviewed the changes that were made since the first meeting and the applicant presented the additional information regarding lighting and brightness levels. After discussion, the Landmarks Commission voted to recommend approval of the proposed amendments to the Planning Commission (4-1 vote) modifications.

Ms. Henao explained that following the Landmarks Commission recommendation, Staff worked with Kolar Design and the Landmark Commission consultants to research and create proposed language to address the Commission's concerns regarding color temperature and brightness for internally illuminated signs. The changes were incorporated into the proposed text amendments for consideration by the Planning Commission. The Planning Commission met on January 18, 2022, to discuss the proposed text amendments as recommended by the Landmarks Commission. After discussion, the Planning Commission voted unanimously to recommend approval of the text amendments to Chapter 151 of the Land Usage Code as recommended by the Landmarks Commission.

Ms. Henao stated that since the public hearing on March 2, 2022, two minor revisions have been made to the text amendments. In Section 151.3014(c) the wording was changed to 'aligned' instead of 'in line' to provide additional clarity as suggested the Law Director. The new text reads 'Logos should be aligned with lettering.' The second revision is regarding material type for signs in the Old Montgomery Gateway District. Section 151.1518(E) was revised to allow for polycarbonate signs within the district. The proposed amendments as recommended for approval by the Landmarks Commission and Planning Commission allow for edge-lit signs in the Old Montgomery Gateway District; however, the permitted material types (wood, composite wood, metal, or high-density urethane) are not compatible for edge-lighting. Therefore, this revision is being proposed to ensure that a compatible material is permitted in the district to allow for edge-lit signs.



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City Council Business Session Minutes

April 6, 2022

Page 3

Ms. Henao closed by stating that Staff supports the recommendation of the Landmarks Commission and the Planning Commission to approve the proposed text amendments to Chapter 151.30 Sign Code and 151.15 Old Montgomery Gateway District Regulations. Staff believes that the applicant has worked well with the Landmarks Commission, Planning Commission and Staff to create regulations that are appropriate while allowing flexibility to create effective and appropriate signage for larger-scale buildings. Creating a Sign Code that provides different regulations based on the scale and mass of the buildings is a more effective way of regulating signage that will lead to a more cohesive approach to signage and reduce the amount of variance requests. Staff is also in support of the minor revisions that have been made to the text amendments since the City Council public hearing on March 2, 2022. She added that due to the timing of Montgomery Quarter and the anticipated move-in dates for tenants, Staff would like to request that City Council consider adding this legislation to the Business Session agenda, holding the first reading, making a motion to suspend the second and third readings, and pass the Ordinance at that time in order for the text amendments to go into effect prior to the anticipated June opening dates of several tenants within the project.

Mr. Cappel asked Ms. Henao if there was a big demand for polycarbonate signs.

Ms. Henao replied that she has seen an increase as they are more durable and less costly. She added that edge lit signs also require that type of material.

Mr. Donnellon clarified that if the language has been changed since the public hearing to add polycarbonate that there should be a motion to amend Section 151.158 from the previously presented material.

Mr. Cappel moved to accept the amended recommendation. Mr. Messer seconded. City Council unanimously agreed.

Mrs. Naiman asked with the changes regarding a 5' lit ground sign, would the amendment open the change to other signs.

Ms. Henao replied that it would not. She stated that the 5' sign is allowed for a one story and that 8' is allowed for a building taller than two stories.

Mayor Margolis added that sign companies are responsible for knowing the sign code.

Mrs. Naiman asked if there were existing signs that the changes would affect.

Ms. Henao replied that there were a few pole signs and if the owners were to remove their current signs, then they would have to come into compliance with the code.

**PENDING LEGISLATION**

**An Ordinance Establishing an Excise Lodging Tax**

Mr. Suer read the title and moved for passage of the Ordinance. Mr. Cappel seconded.

Mr. Suer explained that information has been previously supplied on this Ordinance that, if approved, will establish an excise tax within the City of Montgomery. The Ohio Revised Code (O.R.C.) § 5739.08 allows a municipal corporation to levy an excise tax of up to 3% on transactions by which the hotel provides lodging to transient guests.

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City Council Business Session Minutes  
April 6, 2022  
Page 4

Mr. Suer asked if there were any updates.

Mr. Donnellon replied there were none.

The roll was called and showed the following vote:

AYE: Bissmeyer, Margolis, Naiman, Suer, Messer, Cappel (6)

NAY: (0)

ABSTAIN: Dobrozsi (1)

### **NEW LEGISLATION**

#### **An Ordinance Establishing Schedules of Municipal Compensation**

Mr. Dobrozsi moved to read the Ordinance by title only. Mr. Cappel seconded. City Council unanimously agreed.

Mr. Dobrozsi read the title and moved for passage of the first reading. Mr. Cappel seconded.

Mr. Dobrozsi explained that information has been previously supplied on this legislation that, if approved, would establish a new Schedule of Municipal Compensation for non-bargaining unit employees. It is necessary to establish a new Schedule of Municipal Compensation as the current Schedule does not specify any wage rate adjustments for July 2022 or beyond. A new schedule is also needed to provide for title changes to address organizational needs.

Mr. Dobrozsi asked if there were any updates.

Mr. Riblet stated there were none at this time.

The roll was called and showed the following vote:

AYE: Dobrozsi, Margolis, Naiman, Suer, Messer, Cappel, Bissmeyer (7)

NAY: (0)

### **ADMINISTRATION REPORT**

Mr. Riblet reported the following items:

- City Council Work Session is scheduled for Wednesday, April 20 at 7:00 p.m.
- As a reminder the Volunteer Walk of Fame Induction Ceremony is scheduled for 6:15 p.m. prior to the Work Session and will be held at Montgomery Park. Weather permitting.
- Staff will be prepared to present an overview of the final draft of the 2022-2026 Strategic Plan at this meeting.
- The Parks and Recreation, Government Affairs and Public Works Committees have cancelled their meetings for the month of April.

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## City Council Business Session Minutes

April 6, 2022

Page 5

- Chief Wright is attending the Congressional Fire Service Institutes program in Washington DC. He is representing the Executive Committee of the Ohio Fire Chiefs Association. Three other Ohio Fire Chiefs are joining him as they visit 10 congressmen and lobby on Capitol Hill for a number of issues that are important to the Ohio fire services.
- On the morning of April 5, 10 volunteers and public works staff planted the annual flower hanging baskets, 330 total. The process took 4-hours, and everyone did a wonderful job. The baskets will now grow in the Public Works greenhouse until after the frost-free date which is after May 15. 262 of the hanging baskets are installed throughout the Heritage District and the additional baskets will be used as extras and will be installed in the Montgomery Quarter when the development is ready.
- A contract was signed with National Gunitite in the amount of \$21,970.00 to repair a large, corrugated metal pipe at 7777 Cooper Rd as part of our annual CMP repair program. The pipe is a 52" CMP approximately 56' long. The pipe is completely deteriorated and will be completely lined as part of this repair. Work is scheduled for this summer.
- There are currently have five hiring processes underway: Patrol Officer, Public Works Department Supervisor, Service Worker I, Customer Support and Volunteer Specialist, and seasonal positions.
- The Montgomery Photo Contest, the area's longest-running amateur photo competition – now in its 34<sup>th</sup> year – takes place on Sunday, April 10, from 1:00 to 3:00 p.m. at Terwilliger Lodge. The awards ceremony begins at 2:30 p.m. In addition to the exhibit and awards presentation on April 10, the public is invited to a preview reception on Saturday, April 9 from 12:00 to 4:00 p.m. at Terwilliger Lodge.
- As a reminder, the HCML Quarterly meeting will be held on April 18 at the Deer Park Branch Library beginning at 6:30 p.m. Please let Ms. Gaylor know if you would like to attend.
- As a reminder, the first Know Your Neighbor Series for 2022 will be held on April 21 featuring Juan and Rosa Molina at Terwilliger Lodge from 6:00 p.m. to 9:00 p.m.
- Terry Donnellon has generously offered to sponsor a Rib Luncheon as a fundraiser for Robert Dunham and his family on Friday, April 22 from 11 to 1 at Public Works. Sign-ups were sent out for anyone who would like to bring side dishes, desserts, etc. for the luncheon.
- The Volunteer Dinner is scheduled for April 27 at 6:00 p.m. at Montgomery Inn. Please let Ms. Gaylor or Ms. Cooper know.

### **APPROVAL OF MINUTES**

Mayor Margolis asked for a motion to approve the March 23, 2022 Work Session minutes.

Mr. Cappel moved to approve the minutes as written. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

### **MAYOR'S COURT REPORT**

Mayor Margolis asked for a motion to accept the March Mayors Court collections in the amount of \$7,550.

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City Council Business Session Minutes  
April 6, 2022  
Page 6

Mr. Cappel moved to accept the Mayors Court collections for the month of March in the amount of \$7,550. Mr. Messer seconded. City Council unanimously agreed.

**OTHER BUSINESS**

Mrs. Naiman explained that she would like to move to appoint two new members to the Parks and Recreation Commission. She explained that these individuals have attended the required number of meetings and are a good fit with the other commission members.

Reza Ghoorkhanian with a term ending on 1/31/2025  
Teja Bollimunta with a term ending on 1/31/2025

She explained that this motion would need a second as it had not been presented at the Parks and Recreation Committee of Council. Mr. Suer seconded the motion. City Council unanimously agreed.

**Roundabout Hardscape/Landscape Design Presentation**

Mr. Dobrozsi gave a presentation on conceptual designs from the firm Human Nature who created the hardscape and landscape designs for the Montgomery Road Roundabout. He explained that the designs also included landscaping from Interstate 71 and along Ronald Reagan Highway to and from Montgomery to improve those areas.

Mr. Suer added that there were considerations taken for the visibility of motorists, what should be inside of the circle, the signature theme of the city and the type of material used around the circle. He stated that during the design meetings there were practical discussions regarding snow plowing and maintenance of landscape.

Mr. Cappel stated that he was glad to see the highway areas included as they needed improvement. He stated he does have concerns about people running into the landscaping.

Vice Mayor Bissmeyer stated that she loved everything about the designs and was excited to see the landscaping.

Mayor Margolis stated that all the materials combined provided for the “wow” factor that he knew visitors would enjoy.

Mrs. Naiman stated that she also really liked it. She asked if neighboring businesses would be asked for feedback.

Mr. Riblet stated that they would, as well as the public, when the Open House was held to display the renderings.

Mrs. Naiman asked if the City was responsible for all the maintenance.

Mr. Riblet replied we were.

Mr. Messer stated that he liked it. He asked if there could be a potential safety issue with the center structure inhibiting the sight of drivers.

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City Council Business Session Minutes  
April 6, 2022  
Page 7

Mr. Riblet stated that the way the structure was designed it will allow drivers to see to thru the structure to the roundabout and other motorists. He explained that the renderings do not show that perception.

Mr. Messer asked what the budget was for the proposed design.

Mr. Riblet replied that the final cost has not been identified at this point until all feedback is received and a final concept is approved. He stated that \$400,000 is in the budget as a placeholder but that the current design will be significantly higher. He added that there is still a lot of work through before there is a final design. He stated that he anticipates the project will not begin until 2023.

Other Business

Mayor Margolis reminded Council and staff of the Beautification and Tree Commissions "B & T Talk" which will feature an Ohio Pollinator presentation on Wednesday April 27.

Mayor Margolis added that on April 29, Terry Willenbrink would conduct his final "Tree Walk" before his retirement.

Mayor Margolis asked if there was any other business to discuss. There being none he asked for a motion to adjourn.

Mr. Cappel made a motion to adjourn. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

City Council adjourned at 8:04 p.m.

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Connie Gaylor, Clerk of Council

April 15, 2022

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief 

Subject: Liquor Permit

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Regarding the April 7, 2022 notification from the Ohio Division of Liquor Control for the issuance of a new D5J-D6 liquor permit requested by CRG Unit 46 LLC dba Bru Burger Bar at 9300 Montgomery Road. This permit is part of the Community Entertainment District and will allow the restaurant to sell beer, wine and mixed beverages on premises and off premises in original containers until 2:30 a.m. It will also allow for Sunday sales.

I am not aware of any information that would justify the City of Montgomery to request a hearing in front of the Ohio Division of Liquor Control and therefore recommend a motion to be made by City Council to not request a hearing with the Ohio Division of Liquor Control.

Should you have any questions, please do not hesitate to contact me.

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

1795013	PERMIT NUMBER	NEW	TYPE	CRG UNIT 46 LLC DBA BRU BURGER BAR 9300 MONTGOMERY RD MONTGOMERY OH 45242
04 05 2022	ISSUE DATE			
D5J	FILING DATE			
31 264	PERMIT CLASSES	A		
	TAX DISTRICT		D34726	RECEIPT NO.

FROM 04/07/2022

	PERMIT NUMBER		TYPE	
	ISSUE DATE			
	FILING DATE			
	PERMIT CLASSES			
	TAX DISTRICT			RECEIPT NO.



MAILED 04/07/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/09/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 1795013**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL  
10101 MONTGOMERY RD  
MONTGOMERY OHIO 45242

April 15, 2022

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief



Subject: Liquor Permit

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Regarding the April 7, 2022 notification from the Ohio Division of Liquor Control for the issuance of a new D5J liquor permit requested by Livery Montgomery LLC dba Livery at 9320 Montgomery Road. As Council is aware Livery is also among the new establishments at the Montgomery Quarter. This permit will fall within the Community Entertainment District and allow the restaurant to sell beer, wine and mixed beverages on premises and off premises in original containers until 2:30 a.m.

I am not aware of any information that would justify the City of Montgomery to request a hearing in front of the Ohio Division of Liquor Control and therefore recommend a motion to be made by City Council to not request a hearing with the Ohio Division of Liquor Control.

Should you have any questions, please do not hesitate to contact me.



NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

5240921		NEW		LIVERY MONTGOMERY LLC	
PERMIT NUMBER		TYPE		DBA LIVERY	
04 05 2022				9320 MONTGOMERY RD	
ISSUE DATE				MONTGOMERY OH 45242	
D5J					
FILING DATE					
PERMIT CLASSES					
31	264	A	D34724		
TAX DISTRICT			RECEIPT NO.		

FROM 04/07/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 04/07/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/09/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
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REFER TO THIS NUMBER IN ALL INQUIRIES

**A NEW 5240921**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL  
10101 MONTGOMERY RD  
MONTGOMERY OHIO 45242

April 15, 2022

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief



Subject: Liquor Permit

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Regarding the March 28, 2022 notification from the Ohio Division of Liquor Control for the issuance of a new D5-D6 liquor permit requested by Pacific Kitchens LLC dba The Pacific Kitchen at 8300 Market Place Ln. This permit will allow the restaurant to sell beer, wine and mixed beverages on premises and off premises in original containers until 2:30 a.m. It will also allow for Sunday sales.

I am not aware of any information that would justify the City of Montgomery to request a hearing in front of the Ohio Division of Liquor Control and therefore recommend a motion to be made by City Council to not request a hearing with the Ohio Division of Liquor Control.

Should you have any questions, please do not hesitate to contact me.

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

6619960		NEW	PACIFIC KITCHENS LLC DBA THE PACIFIC KITCHEN 8300 MARKET PLACE LN & PATIO MONTGOMERY OH 45242
PERMIT NUMBER		TYPE	
ISSUE DATE			
02 28 2022			
FILING DATE			
D5		PERMIT CLASSES	
31 264		A	D34261
TAX DISTRICT			RECEIPT NO.

FROM 03/28/2022

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 03/28/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/28/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**A NEW 6619960**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL  
10101 MONTGOMERY RD  
MONTGOMERY OHIO 45242

April 15, 2022

To: Connie Gaylor, Clerk of Council

From: John Crowell, Police Chief 

Subject: Liquor Permit

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I am in receipt of a notification from the Ohio Division of Liquor Control, for Z Wine & Cheeze, LLC at 7823 Cooper Road for a D3 permit which would allow for on premises consumption until 1:00 a.m. They previously had a D-8 permit which allowed for 2 ounce samples of beer, wine and mixed beverages on the premises. Z Wine & Cheeze currently has a C1 and C2 a permit that allows for carry out sales of beer, wine and mixed beverages.

I am not aware of any information that would cause the City of Montgomery to object to the issuance of this permit or any need to request a hearing.

Should you have any questions, please do not hesitate to contact me.

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
8606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)844-2360 FAX(614)644-3166

TO

9962491		N		Z WINE & CHEEZE LLC 7823 COOPER RD MONTGOMERY OH 45242
PERMIT NUMBER		TYPE		
ISSUE DATE				
07 15 2020				
FILING DATE				
D3		PERMIT CLASSES		
31	264	A	C75256	
TAX DISTRICT			RECEIPT NO.	

FROM 04/01/2022

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 04/04/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/05/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONTGOMERY CITY COUNCIL  
10101 MONTGOMERY RD  
MONTGOMERY OH 45242