

April 29, 2022

TO: Mayor and City Council Members
FROM: Brian K. Riblet, City Manager *BKR*
SUBJECT: City Council Business Session of Wednesday, May 4, 2022

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, May 4, 2022.

Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Guest and Residents
5. Legislation for Consideration this Evening

Pending Legislation

- a. An Ordinance Establishing Schedules of Municipal Compensation—(Mr. Dobrozi-2nd 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.

Move for passage of the second reading of the Ordinance

Roll Call Vote

The third reading of the Ordinance will be at the June 1, 2022 Business Session with adoption requested that evening.

New Legislation

- a. A Resolution Recognizing The Month Of May 2022 As National Historic Preservation Month in The City Of Montgomery—(Vice Mayor Bissmeyer) Information has been previously supplied on this Resolution that, if approved, will recognize the month of May as National Historic Preservation Month in the City of Montgomery.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. A Resolution Authorizing An Application For Grant Funding To The Ohio Department Of Natural Resources/Natureworks— (Mrs. Naiman) Information has been previously supplied on 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.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- 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—(Mr. Dobrozi) Information has been previously supplied on 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.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- 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—(Mr. Suer) Information has been previously supplied on 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.

Move to read the Ordinance by title only

Voice Vote

Read title and move to suspend the rules requiring reading of the Ordinance on three separate occasions.

Roll Call Vote

Explain Ordinance

Roll Call Vote

- e. A Resolution Authorizing An Agreement With Enterprise Fleet Management Through Sourcewell To Lease Motor Vehicles To Support City Services—(Mr. Suer) Information has been previously supplied on 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.

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

6. Administration Report
7. Minutes- April 20, 2022 Work Session
8. Mayor's Court Report

9. Other Business

10. Executive Session

11. 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

May 4, 2022
City Hall
7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents
6. Legislation for Consideration for this Evening

Pending Legislation

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

Move for passage of the second reading of the Ordinance

Roll Call Vote

The third reading of the Ordinance will be at the June 1, 2022 Business Session with adoption requested that evening.

New Legislation

- a. A Resolution Recognizing The Month of May 2022 As National Historic Preservation Month in The City Of Montgomery—(Vice Mayor Bissmeyer)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- b. A Resolution Authorizing An Application For Grant Funding To The Ohio Department of Natural Resources/Natureworks— (Mrs. Naiman)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- 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—(Mr. Dobrozsi)

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

- 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—(Mr. Suer)

Move to read the Ordinance by title only

Voice Vote

Read title and move to suspend the rules requiring reading of the Ordinance on three separate occasions.

Roll Call Vote

Explain Ordinance

Roll Call Vote

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

Move to read the Resolution by title only

Voice Vote

Move for passage of the Resolution

Roll Call Vote

7. Administration Report
8. Approval of Minutes – April 20, 2022 Work Session
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

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	Special Projects Coordinator Assistant to the City Manager Finance Specialist	\$50.60	\$62.75	\$52.12	\$64.64
1B		\$29.71	\$37.14	\$30.60	\$38.26
1C		\$25.08	\$31.35	\$25.84	\$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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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

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.

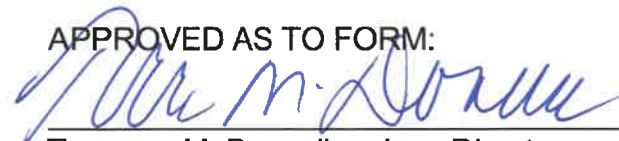
SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED: _____

ATTEST: _____
Connie M. Gaylor, Clerk of Council

Craig D. Margolis, Mayor

APPROVED AS TO FORM:



Terrence M. Donnellon, Law Director

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

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.

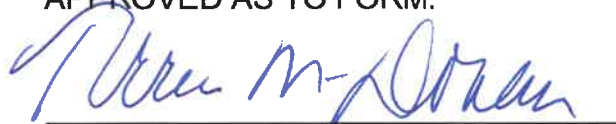
SECTION 4. This Resolution shall be in full force and effect from and after its passage.

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

City of Montgomery, Ohio,
an Ohio municipal corporation

By: _____

By: _____

Name: _____

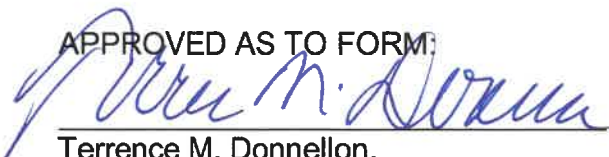
Brian K. Riblet
City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:



Terrence M. Donnellon,
Director of Law

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.

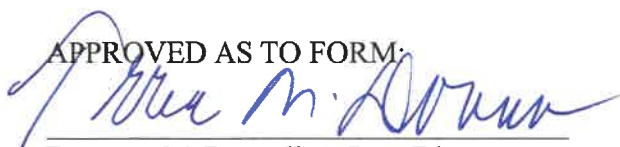
SECTION 14. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in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

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. Donnellan, 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.

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(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 Work Session Minutes
April 20, 2022

Present

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

City Council Members Present

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

Council Members Absent

Chris Dobrozsi

City Council convened its Work Session for April 20, 2022, at 7:00 p.m. at City Hall, with Mayor Margolis presiding.

ROLL CALL

The roll was called.

Mayor Margolis stated that as Mr. Dobrozsi has previously reported he would miss the meeting, he asked for a motion to excuse his absence.

Mr. Cappel made a motion to excuse Mr. Dobrozsi's absence. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

SPECIAL PRESENTATIONS

Mr. Riblet explained that staff and Council began the process of creating the new 2022-2026 Strategic Plan in August of 2021 and together staff and Council created the six (6) goals that form the foundation for the plan for the next five years. He explained that staff will present an overview of the goals, strategies and implementation steps.

Staff presented an overview of the following goals:

- Goal A. Facilities and Infrastructure
- Goal B. Finance
- Goal C. Economic Development
- Goal D. Communications and Engagement
- Goal E. Programming and Events
- Goal F. Workforce

City Council and staff discussed minor changes made to the original draft of the plan.

Mr. Cappel moved to approve the changes and to accept the 2022-2026 Strategic Plan as presented. Vice Mayor Bissmeyer seconded. City Council unanimously agreed,

ESTABLISHING AN AGENDA FOR MAY 4, 2022 BUSINESS SESSION

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City Council Work Session Minutes

April 20, 2022

Page 2

55 **PENDING LEGISLATION**

56

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

58

59 Mayor Margolis explained that this would be the second reading of the Ordinance and asked Mr. Riblet if there
60 were any updates.

61

62 Mr. Riblet replied there were none.

63

64 **NEW LEGISLATION**

65

66 **A Resolution Recognizing The Month Of May 2022 As National Historic Preservation Month in The City Of**
67 **Montgomery**

68

69 Mayor Margolis assigned the legislation to Vice Mayor Bissmeyer.

70

71 Ms. Henao explained that, if approved, this Resolution will recognize the month of May as National Historic
72 Preservation Month in the City of Montgomery. She stated that the City greatly values its landmark buildings, and
73 this annual Resolution signifies the importance the City places on historic preservation.

74

75 Ms. Henao added that there were two new events in May. On May 17, the City is partnering with the Montgomery
76 Chamber of Commerce to conduct a walking tour during a Lunch-n-Learn program. And on May 27 a public
77 walking tour will be conducted to kick off the Memorial Day holiday weekend.

78

79 **A Resolution Authorizing An Application For Grant Funding To The Ohio Department Of Natural**
80 **Resources/Natureworks**

81

82 Mayor Margolis assigned the legislation to Mrs. Naiman.

83

84 Mr. Heitkamp explained that it is requested that City Council adopt this Resolution that is required by ODNR for
85 the NatureWorks Grant program application to replace a portion or portions of playground equipment in Swaim
86 Park. \$125,000 is budgeted in the 2022 Capital Improvement Program in account 410.303.5470.

87

88 Mr. Suer stated that the city had donated old playground equipment to other underfunded communities before and
89 asked if we could do that with the equipment to be replaced.

90

91 Mr. Heitkamp replied that we could certainly look into it.

92

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

95

96 Mayor Margolis assigned the legislation to Mr. Dobrozsi.

97

98 Mr. Heitkamp explained that, if approved, this legislation would amend the 2022 contract amount to an additional
99 amount of \$30,928.00, thus bringing the contract total for 2022 to \$162,888.00. In March 2022, SwimSafe Pool
100 Management contacted staff and indicated that the contractual amount of \$131,960.00 for 2022 would be
101 insufficient due to a significant increase in chemicals as well as staffing rates as a result of the pandemic.

102

103 Mr. Suer stated that it was not surprising that costs have gone up. He added that he still felt it was a good decision
104 to contract out the staffing and maintenance of the pool.

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City Council Work Session Minutes

April 20, 2022

Page 3

105 Mrs. Naiman asked for clarification on the charges for the chemicals and staffing as noted in SwimSafe's
106 memorandum.

107
108 Mr. Heitkamp provided clarity on the related information.

109
110 Mr. Cappel asked if SwimSafe would be able to hire staff at the rate of \$12 per hour.

111
112 Mr. Heitkamp replied that it was their suggestion to increase to that amount so he felt they could.

113
114 Vice Mayor Bissmeyer asked if the City was having difficulty in hiring seasonal employees.

115
116 Mr. Heitkamp said that we have not received many but was hopeful we could fill all positions.

117
118 **An Ordinance Providing for The Issuance of Not to Exceed \$7,500,000 Of Notes by The City of Montgomery,**
119 **Ohio, For the Purpose of Making Public Infrastructure Improvements Within the City and Declaring an**
120 **Emergency**

121
122 Mayor Margolis assigned the legislation to Mr. Suer.

123
124 Mr. Riblet explained that, if adopted, this Ordinance would approve the refinance certain Bond Anticipation Notes
125 related to funding construction and engineering services for the Montgomery Quarter Project. The Notes must
126 either be paid in full or refinanced within the second quarter of this year. It is recommended that the City refinance
127 the Notes for another year due to the fluctuating financial markets. In the future, once the Montgomery Quarter
128 Project through at least Stage 1 has been completed, the City can make the decision to issue permanent Notes to be
129 repaid with revenues generated from the completed project.

130
131 Mr. Riblet added that with the current market fluctuations, the Ordinance is requested to be passed as an emergency
132 to give our financial advisors the maximum flexibility to price the Bonds and complete refinancing.

133
134 Mr. Messer stated that he thought it was the right thing to do as we would pay back cheaper dollars in the long run.

135
136 Mrs. Naiman stated that it was noted that 5% of the income tax revenues would be set aside for the funding of this
137 note and asked if that was being done.

138
139 Mr. Riblet replied that staff began doing that in 2022. He stated it would take six years to completely pay the note
140 off.

141
142 **A Resolution Authorizing An Agreement With Enterprise Fleet Management Through Sourcewell To Lease**
143 **Motor Vehicles To Support City Services**

144
145 Mayor Margolis assigned this legislation to Mr. Suer.

146
147 Mr. Riblet explained that, if approved, this legislation would authorize an agreement with Enterprise Fleet
148 Management, Inc. to implement a Fleet Management Program. Enterprise Fleet Management, Inc. utilizes the
149 Sourcewell Cooperative Purchasing Program, which is similar to the Ohio Cooperative Purchasing Program, and
150 the City of Montgomery is a member. Mr. Riblet added that this request was discussed at the April 4 Financial
151 Planning Committee meeting where they made a motion to recommend to City Council.

152
153 Mr. Cappel stated that he totally supported this program to tightly manage the City's fleet. He asked who would
154 own the vehicles.

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 Council Work Session Minutes

April 20, 2022

Page 4

155 Mr. Riblet replied that the title would remain with Enterprise, all but one dollar of the costs. He added that the City
156 could opt out of the program at any time.

157
158 Vice Mayor Bissmeyer asked if the \$20,000 savings noted in the memo was an initial savings or an annual savings.
159

160 Mr. Riblet stated that was for the initial 5-year period. He stated that the representatives from Enterprise have
161 forecasted that amount in savings. He explained that there would be semi-annual meetings to monitor maintenance,
162 purchase and sale of vehicles.

163
164 Vice Mayor Bissmeyer stated that it sounds like the better option that will work good for the City.
165

166 Mr. Messer asked if Enterprise was working with other cities.
167

168 Mr. Riblet replied that they work with Monroe and Sharonville currently. He added that when Chief Crowell
169 contacted Monroe, they advised the City to do it as it has been very beneficial for them.

170
171 Mr. Suer stated that he likes that with this plan the City will save money on maintenance and repairs. He thought it
172 was very comprehensive and would benefit the City in the long run.

173
174 Mayor Margolis asked Mr. Riblet how many vehicles would be included in the plan.
175

176 Mr. Riblet replied there were 43 but that did not include the 5-ton dump trucks or the large fire apparatus.
177

178 **ADMINISTRATION REPORT**

179
180 Mr. Riblet reported the following items:
181

- 182 • The next City Council Business Session is scheduled for May 4.
- 183
- 184 • The Financial Planning Committee will meet on Monday, May 2 at 4:30 p.m. The Law and Safety and
185 Financial Planning Committees have cancelled their meetings for May.
- 186
- 187 • Mr. Riblet stated that at this time the May 9 Committee meetings, consisting of the Parks and Recreation,
188 Government Affairs, and Public Works Committees do not have agenda items. He stated he would provide
189 an update at the May 4 meeting.
- 190
- 191 • The Planning Commission met on Monday and approved a Final Development Plan Modification for
192 Sycamore High School's new stadium. The approvals included stadium-related signage as well as a
193 relocation of the scoreboard from the southwestern area of the stadium to the northeastern side in order to
194 increase visibility for the home fans and the press box. The commission was not supportive of potential
195 sponsorship signage on the rear of the scoreboard.
- 196
- 197 • On Monday, April 19, Mayor Margolis, Tracy Henao and Mr. Riblet attended the Hamilton County
198 Municipal League Meeting where OML Executive Director Kent Scarett provided updates on several
199 legislative items. Also, Mayor Margolis was re-elected to the HCML Board for a term beginning 2022-
200 2024.
- 201

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City Council Work Session Minutes

April 20, 2022

Page 5

202 • Duke Energy's contractor AMS Construction has begun installation of a new gas main at the Pfeiffer Road
203 and Deerfield Road intersection. This new gas main is being relocated in order to make way for the
204 roundabout improvements. This work expected to take 6-8 weeks. The roundabout project is currently out
205 for bid, with a bid opening scheduled for May 3.

206
207 • As Council is aware, each year the Chairs of all Boards and Commissions present an update to Council on
208 the work of their respective groups. Due to the pandemic, these updates were provided in a summary form
209 last year and emailed to Council. In an effort to provide a forum for these updates, staff would like to ask
210 how Council would like these updates presented this year. If in person, would scheduling the updates prior
211 to the 5/18, 6/1 and 6/22 meetings work for Council. We try to schedule the updates as early as possible to
212 avoid summer conflicts.

213
214 City Council agreed to schedule the Chair Updates in person as noted.

215
216 • A contract was approved with Axxess, LLC. in an amount of \$32,000 to re-construct and enhance the
217 Johnson Nature Preserve walking bridge which is located in the back of the preserve. The project is expected
218 to take 10-12 weeks to complete.

219
220 • A contract was approved with Ford Development in an amount of \$46,000 to complete paver crosswalk
221 repairs in our Heritage District primarily focused on the intersection of Cooper Road at Montgomery Road.
222 It is anticipated that work will begin in mid-May and last for 2 weeks.

223
224 Under Human Resources, Mr. Riblet reported:

- 225 • Initial interviews for the Public Works Department Supervisor position are being conducted this week.
226 • Applications for the Service Worker I position will be reviewed next week to select candidates for
227 interviews.
228 • The testing period for our Patrol Officer exam closed on April 18 and an eligible list is being prepared for
229 the Civil Service Commission to review and certify.
230 • We are in the process of accepting applications for the Customer Service Representative position (City Hall
231 front desk).

232
233 Mr. Riblet reported the following upcoming events to City Council:

- 234 • 4-21 Know Your Neighbor-Terwilliger Lodge beginning at 6:00 Juan and Rosa Molina will be the speakers
235 • 4-22 Rib Luncheon at Public Works running from 11:00 a.m. -1:00 p.m.
236 • 4-27 Volunteer Dinner at Montgomery Inn 6:30-8:30 pm
237 • 4-28 Public Open House for the Montgomery RAB Landscape/Hardscape at Terwilliger Lodge 5:30-7:30
238 p.m.
239 • 5-6 City Hall Public Service Luncheon at Terwilliger Lodge 11:30 a.m.-1:00 p.m.
240 • 5-12 1st Mental Health Community Presentation -Terwilliger-NAMI-beginning at 7:00 p.m.

241
242 **LAW DIRECTOR REPORT**
243

244 Mr. Donnellon stated he had nothing additional to report at this time.

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City Council Work Session Minutes

April 20, 2022

Page 6

245 **CITY COUNCIL REPORTS**

246

247 **Mr. Cappel**

248

249 Mr. Cappel reported that a cardboard recycling event was held the previous weekend and was very busy. He also
250 reported he would be out of town from April 24 through April 28.

251

252 **Vice Mayor Bissmeyer**

253

254 Vice Mayor Bissmeyer reported highlights from the 2021 Housing Survey presented at the April 4 Planning, Zoning
255 and Landmarks Committee meeting.

256

257 Vice Mayor Bissmeyer also reported the Landmarks Commission met on April 13 where they discussed a property
258 at 7960 Remington Road where the owners want to turn the single family home into a two family.

259

260 **Mrs. Naiman**

261

262 Mrs. Naiman reported that at the Beautification and Tree Commission met and discussed the Garden Tour and the
263 plant swap.

264

265 Mrs. Naiman reported that as mentioned by Mr. Riblet, the Diversity and Inclusion Commission is hosting the Know
266 Your Neighbor Series and she stated that she is looking forward to hearing Juan and Rosa Molin present about their
267 heritage and culture.

268

269 Mrs. Naiman reported that the Parks and Recreation Commission met and discussed pickleball and the requests for
270 more courts and concerns from the local pickleball group.

271

272 **Mr. Suer**

273

274 Mr. Suer inquired if other Council Members were attending the Blue Ash Memorial Day ceremony. Several
275 members confirmed they would attend.

276

277 **Mr. Messer**

278

279 Mr. Messer reported that he attended that April 18 Planning Commission meeting where the discussion focused on
280 a request from Sycamore Schools to allow advertisements on the back of the proposed new scoreboard at the High
281 School. He stated that he was impressed by the level of professionalism shown by the Commission and the
282 applicant. He stated that the commission members exhibited concern for citizens and precedence.

283

284 Mr. Messer added that he would be out of town from April 29 through May 7.

285

286 **Mayor Margolis**

287

288 Mayor Margolis reported that he signed a proclamation declaring June as Pride Month.

289

290 Mayor Margolis reported that he participated for a time with staff in brush collection. He praised staff for their
291 efficiency and drive in getting the routes completed quickly.

292

293 Mayor Margolis reported that he was participating in a video blog with Star One Realtors.

294

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City Council Work Session Minutes

April 20, 2022

Page 7

295 **MINUTES**

296

297 Mr. Cappel moved to accept the April 6, 2022 Business Session minutes as written. Vice Mayor Bissmeyer
298 seconded. City Council unanimously agreed.

299

300 **OTHER BUSINESS**

301

302 Chief Crowell presented an overview of the requests for the following liquor license from the State of Ohio Liquor
303 Control Board:

304

305 • a new D5J-D6 liquor permit to be issued to CRG Unit 46 LLC dba Bru Burger Bar at 9300 Montgomery
306 Road.

307 • a new D5J liquor permit to be issued to Livery Montgomery LLC dba Livery at 9320 Montgomery Road.

308 • a new D5-D6 liquor permit to be issued to Pacific Kitchens LLC dba The Pacific Kitchen at 8300 Market
309 Place Ln.

310 • a new D3 liquor permit to be issued to Z Wine & Cheeze LLC at 7823 Cooper Road.

311

312 Chief Crowell reported no issues that would require a hearing with the State and recommended Council make a
313 motion to not request a hearing on the requests.

314

315 Mr. Cappel made a motion that for all four requests to not request a hearing with the State of Ohio Liquor Control
316 Board. Vice Mayor Bissmeyer seconded. City Council unanimously agreed.

317

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

320

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

322

323 City Council adjourned at 8:52 p.m.

324

325

326

327

Connie Gaylor, Clerk of Council