

# CITY COUNCIL REGULAR MEETING AGENDA Monday, June 12, 2023 at 7:00 PM

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- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF THE MINUTES
  - A. Aproval of the May 22, 2023 Regular Meeting minutes
- 5. MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST
- 6. CITIZEN COMMENTS
- 7. CITIZENS REGISTERED TO SPEAK ON AGENDA ITEMS
- 8. PUBLIC HEARING OF PROPOSED ORDINANCES
  - A. Public Hearing of Ordinance 2023-0-2 AUTHORIZING THE CITY MANAGER TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2024 TO THE GREENE COUNTY AUDITOR, AND DECLARING AN EMERGENCY (Cyphers)
- 9. INTRODUCTIONS OF ORDINANCES
- 10. ADOPTION OF RESOLUTIONS
  - A. Resolution 2023-R-14 CREATING A CHARTER ADVISORY COMMITTEE TO REVIEW THE CITY'S CHARTER AND MAKE RECOMMENDATIONS TO COUNCIL REGARDING ANY PROPOSED AMENDMENTS THERETO (Schweller)
  - B. 2023-R-15 AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPEN-ENDED LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT (Hoke)
- 11. OLD BUSINESS
- 12. NEW BUSINESS
- 13. CITY MANAGER'S REPORT
- 14. COMMITTEE REPORTS
  - A. Safety Committee
  - B. Service Committee
  - C. Finance/Audit Committee
  - D. Community Affairs Committee
- 15. CITY OFFICIAL COMMENTS
- 16. EXECUTIVE SESSION
  - A. Motion to enter executive session to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property
- 17. ADJOURNMENT

# File Attachments for Item:

A. Aproval of the May 22, 2023 Regular Meeting minutes

Bellbrook City Council Meeting May 22, 2023

## **CALL THE MEETING TO ORDER:**

Deputy Mayor Greenwood called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

## PLEDGE OF ALLEGIANCE:

Deputy Mayor Greenwood led the Council in the Pledge of Allegiance.

### **ROLL CALL:**

### **PRESENT**

Mrs. Katherine Cyphers

Mr. Forrest Greenwood

Mr. Brady Harding

Mr. Ernie Havens

Mrs. Elaine Middlestetter

### ABSENT:

Mayor Mike Schweller

Mr. T.J. Hoke

Deputy Mayor Greenwood asked for a Motion to excuse Mayor Schweller and Mr. T.J. Hoke's Absence.

Motion made by Mrs. Middlestetter, Seconded by Mrs. Cyphers.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter Motion Carries

### **ALSO PRESENT:**

Rob Schommer, City Manager

### APPROVAL OF MINUTES:

Deputy Mayor Greenwood asked if anyone had comments or corrections to the minutes of the May 8, 2023, meeting. Hearing none, the minutes were declared to be approved.

### MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

None

### **CITIZEN COMMENTS**

Mr. Reagan Ross of 30 West South Street spoke on dog issues at 57 West Maple Street.

Bellbrook City Council Meeting May 22, 2023

Mr. David Buccalo of 126 Lower Hillside Dr, Matthew Prosser of 152 Lower Hillside Dr, and Michelle Fox of 122 Lower Hillside Dr. all spoke on the flooding back in June of 2021 that occurred on their properties. The residents came to say thank you to the City of Bellbrook for the drainage project on Lower Hillside.

### PUBLIC HEARING OF PROPOSED ORDINANCES:

None

### INTRODUCTION OF ORDINANCES:

<u>Ordinance 2023-O-2:</u> Authorizing the City Manager to submit the tax budget for fiscal year 2024, to the Greene County Auditor, and declaring an emergency (Cyphers)

Mr. Schommer provided details on the tax budget for 2024 and asked that the ordinance be introduced by the next meeting.

Deputy Mayor Greenwood asked if there were any comments from council. None.

Deputy Mayor Greenwood asked for a Motion to approve Introduction of Ordinance 2023-O-2. Motion made by Mrs. Cyphers, Seconded by Mr. Harding. Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter

Motion Carries

### **RESOLUTIONS:**

**Resolution 2023-R-12:** Authorizing the City Manager to enter into related agreements with the Greene County Engineer's office for the 2022 collective paving and marking program and waiving the competitive bidding requirements (Harding)

Mr. Schommer spoke on the annual repaving and pavement marking agreement with the Greene County Engineer. He noted changes in the Agreement includes no longer allowing modifications to the amount of paving once the bid is set. He added the Engineer's Office is asking for signatures on the Agreement so the bidding can begin.

Mr. Havens asked for clarification to determine if the City must commit to spend a certain amount, but not know how much we will get for that because of the price. Mr. Schommer replied the City provides a budget amount, and depending on the bid price returned, that will determine how much paving can be done.

Mrs. Middlestetter asked what the reason is for not being able to make changes. Mr. Schommer replied because it is believed the bids would be more competitive with contractors knowing there will be no modifications after the initial bid request.

### Item A.Section 4. Item

# **RECORD OF PROCEEDINGS**

Bellbrook City Council Meeting May 22, 2023

Mr. Havens asked if it is binding, limiting the amount. Mr. Schommer stated in the sense yes. Once the bid is submitted, it will be based on the budget, and there will not be changes allowed with the contractor in the field.

Mrs. Cyphers asked if it is not binding and the bids come back, and they are 50% higher than the estimate, is the City committed to that? Mr. Schommer said no because the cost is based on a per ton amount, and we can choose not to accept the bid.

Mr. Brady asked if we didn't spend it, then it doesn't go back to the fund. Mr. Schommer replied yes it does, as there have not been any funds spent yet.

Deputy Mayor Greenwood asked if there were any comments from council. None

Deputy Mayor Greenwood asked for a Motion to Adopt Resolution 2023-R-12. Motion made by Mr. Harding, Seconded by Mr. Havens. Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter Motion Carries

**Resolution 2023-R-13:** Declaring certain city owned property no longer required for municipal purposes as surplus and authorizing the donation of said surplus property (Middlestetter)

Mr. Schommer explained the Resolution allows the surplusing of property that was authorized by Resolution for purchase. The property is turnout gear used by the Fire Department that is no longer serviceable and is expired. The safety equipment has an expiration and is no longer of use to the Fire Department. It is the request of the Fire Chief to have the equipment donated to a fire academy for training use rather than disposal.

Deputy Mayor Greenwood asked if there were any questions from the council. None

Deputy Mayor Greenwood asked for a Motion to Adopt Resolution 2023-R-13. Motion made by Mrs. Middlestetter, Seconded by Mrs. Cyphers. Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter Motion Carries

### **OLD BUSINESS:**

None

## **NEW BUSINESS:**

None

Bellbrook City Council Meeting May 22, 2023

### **CITY MANAGER REPORT:**

Mr. Schommer introduced an active member of the community, Jenn Leclaire. Jenn will provide a proposal and discuss how she would assist in conducting a Citizen's Academy for the City of Bellbrook.

Mrs. Cyphers asked if this was limited to adults, asking if it should include some high school members. Mr. Schommer noted in the development of the selection committee, that idea will be considered.

Mr. Havens stated this is a great way for the community to understand how the City operates better.

Mr. Greenwood asked if there would be any reports completed. Jenn Leclaire stated the plan is to do a pre and post-test to have a measurable of how effective the session was. She suggested having the final meeting at a council meeting to receive a certificate of completion and maybe have a reception.

Mr. Schommer also provided updates on various topics to include:

- The kickoff meeting on the downtown improvement project was held and the survey work will begin.
- The auditors were on site and quickly completed their work. Next step is certification from the State Auditor's Office.
- Staff met with consultants for the placing of the EV charging stations at the library. The project is grant funded and all costs except ongoing electric supply is covered.
- There have only been 4 applications received for the Charter Review Commission after two months of advertising. Mr. Schommer will examine other options to conduct the Charter Review.
- Staff met with members of the Sugar Maple Festival Board and noted how well the meeting went celebrating how big the festival is getting just in the past two years. Options were discussed to allow for expanded use of resources to provide room for expansion of the festival. Mr Schommer also stated someone left the meeting and spread non-factual misinformation indicating he and the City did not want the festival to continue, and to have the City take it over. Mr. Schommer stated on the record that was the farthest thing from the discussion, that he was proud to be part of the festival and community and he wants to see hoe the City can provide additional support to allow for the expansion and growth of the Festival. He added on the record that any individual continuing those comments now know they are untrue and need to be properly informed.

Mr. Greenwood asked if the charging stations will be paid stations. Mr. Schommer stated we can make that decision after a charging network provider is selected in the grant process through MVRPC.

### **COMMITTEE REPORTS:**

### SAFETY:

Mr. Greenwood mentioned motorcycle safety and blowing grass on the street. He asked residents to be mindful to not blow grass into the street as it is dangerous for motorcyclists as well as damaging to storm drains.

Bellbrook City Council Meeting May 22, 2023

### SERVICE:

Mr. Greenwood noted his pleasure with the Lower Hillside drainage improvement project, and is glad the City was able to provide a remedy to the long standing problem.

### FINANCE/GOVERNMENT AFFAIRS:

None

### **COMMUNITY AFFAIRS:**

None

### **CITY OFFICIAL COMMENTS:**

Mr. Brady asked who does the investigation on animal issues. Mr. Schommer replied, typically it would be through Animal Control; however, our officers are able to enforce animal control laws.

Mr. Havens thanked Mr. Ross for the details on the dog issues.

Mr. Greenwood announced on Memorial Day the Boy Scouts Troop 75 will be hosting a Memorial Day Ceremony at the Pioneer Cemetary.

### **EXECUTIVE SESSION:**

Motion to enter Executive Session for the purpose of preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

Deputy Mayor Greenwood asked for a Motion to enter Executive Session.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter Motion Carries

Deputy Mayor Greenwood asked for a Motion to exit Executive Session.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mrs. Middlestetter Motion Carries

## **ADJOURNMENT:**

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 9:10 pm

Item A.Section 4, Item

Bellbrook City Council Meeting May 22, 2023

| Michael Schweller, Mayor  Robert Schommer, Clerk of Council | _ |                                       |
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|   |   | Michael Schweller, Mayor              |
| Robert Schommer, Clerk of Council                           |   | , , , , , , , , , , , , , , , , , , , |
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## File Attachments for Item:

A. Public Hearing of Ordinance 2023-O-2

AUTHORIZING THE CITY MANAGER TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2024 TO THE GREENE COUNTY AUDITOR, AND DECLARING AN EMERGENCY (Cyphers)



# Monday June 12, 2023 7:00 pm City Council Chambers 15 E. Franklin Street

# There will be an open Public Hearing by the Bellbrook City Council regarding Ordinance No.2023-O-2

A Public Hearing will be held by Bellbrook City Council, regarding Ordinance No 2023-O-2

Ordinance 2023-O-2 AUTHORIZING THE CITY MANAGER TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2024 TO THE GREENE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

Monday June 12, 2023 7:00 pm in the Council Chambers 15 E. Franklin Street. The public is welcome to attend or send comments to the Clerk of Council at clerk@cityofbellbrook.org. A copy of the Ordinance is attached.

Agenda and additional meeting information available at <a href="https://www.cityofbellbrook.org">www.cityofbellbrook.org</a>

Ordinance No. 2023-O-2

June 12, 2023

## City of Bellbrook State of Ohio

### Ordinance No. 2023-O-2

# AUTHORIZING THE CITY MANAGER TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2024 TO THE GREENE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

WHEREAS, the City is required to prepare and submit the tax budget for 2024 to the Greene County Auditor by July 20, 2023; and

WHEREAS, prior to submitting, there must be a public hearing of the tax budget.

## NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

- Section 1. The Tax Budget for fiscal year 2024 as attached hereto is approved for submission to the Greene County Auditor to guarantee the City's eligibility for the allocation of local government funds in 2024
- Section 2. That there was a public hearing noticed at least ten (10) days prior to approving the tax Budget
- Section 3. This Ordinance is declared to be an emergency measure necessary to meet a public emergency affecting health, safety, morals or the public welfare, or a special emergency in the operation of a Municipal department, and for the further reason that in order to receive Local Government Funding, this Tax Budget must be filed by July 20, 2023; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council
- Section 4. It is hereby 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 any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

| PASSED BY City Council this 12th day of June 2023.         |
|--|
| Yeas;Nays.   |
| AUTHENTICATION:  |
| Michael W. Schweller, Mayor                                |
| Robert Schommer, Clerk of Council                          |
| APPROVED AS TO FORM:<br>Stephen McHugh, Municipal Attorney |

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| GENERAL FUND                               | For<br>2021<br>Actual |           | For<br>2022<br>Actual |           | Current Year<br>Projected<br>2023 | Budget Year<br>Projected<br>2024 |
|--|-----------------------|-----------|-----------------------|-----------|-----------------------------------|----------------------------------|
| REVENUE                                    |                       |           |                       |           |                                   |                                  |
| Total Local Taxes                          | \$<br>708,619         | \$        | 709,270               | \$        | 807,000                           | \$<br>955,000                    |
| Total Intergovernmental Revenues           | \$<br>234,802         | \$        | 353,146               | \$        | 1,056,583                         | \$<br>364,507                    |
| Charge for Services                        | \$<br>20,550          | \$        | 99,441                | \$        | 19,000                            | \$<br>19,143                     |
| Special Assessments                        | \$<br>-               | \$        | 359                   | \$        | -                                 | \$<br>-                          |
| Fines, Licenses, and Permits               | \$<br>135,775         | \$        | 33,515                | \$        | 83,600                            | \$<br>84,227                     |
| Investment Earnings                        | \$<br>52,298          | \$        | 70,410                | \$        | 50,000                            | \$<br>50,375                     |
| Miscellaneous                              | \$<br>1,151           | \$        | 22,082                | \$        | 4,500                             | \$<br>4,534                      |
| TOTAL REVENUE                              | \$<br>1,153,195       | \$        | 1,288,582             | \$        | 2,020,683                         | \$<br>1,477,786                  |
| EXPENDITURES  General Fund  Total Expenses | \$<br>515,106         | \$        | 558,391               | \$        | 1,860,991                         | \$<br>1,216,821                  |
| Other Uses of Funds                        |                       |           |                       |           |                                   |                                  |
| Transfer to the Police Fund                | \$<br>130,000         | \$        | 75,000                |           | -                                 | \$<br>144,418                    |
| Transfer to the Fire Fund                  | \$<br>50,000          | \$        | -                     | \$        | -                                 | \$<br>-                          |
| Transfer to the Capital Improvement Fund   | \$<br>350,000         | <u>\$</u> |                       | <u>\$</u> |                                   | \$<br>                           |
| Total Other Uses of Funds                  | \$<br>530,000         | \$        | 75,000                | \$        | -                                 | \$<br>144,418                    |
| TOTAL EXPENDITURES                         | \$<br>1,045,106       | \$        | 558,391               | \$        | 1,860,991                         | \$<br>1,361,239                  |

| GENERAL FUND                                     | For<br>2021<br>Actual | For<br>2022<br>Actual | Current Year<br>Projected<br>2023 | Budget Year<br>Projected<br>2024 |
|--|-----------------------|-----------------------|-----------------------------------|----------------------------------|
|  |                       |                       |                                   |                                  |
| Revenues over/(under) Expenditures               | \$<br>108,089         | \$<br>730,191         | \$<br>159,692                     | \$<br>116,547                    |
| Beginning Unencumbered Balance                   | \$<br>1,905,704       | \$<br>2,017,810       | \$<br>2,748,002                   | \$<br>2,887,694                  |
| Ending Cash Fund Balance                         | \$<br>2,013,793       | \$<br>2,748,001       | \$<br>2,907,694                   | \$<br>3,004,241                  |
| Estimated Encumbrances (outstanding at year end) | \$<br>35,276          | \$<br>143,485         | \$<br>20,000                      | \$<br>20,000                     |
| Estimated Ending Unencumbered Fund Balance       | \$<br>1,978,517       | \$<br>2,604,516       | \$<br>2,887,694                   | \$<br>2,984,241                  |

| POLICE LEVY FUND                                  | For<br>2021<br>Actual | For<br>2022<br>Actual | Current Year<br>Projected<br>2023 | Budget Year<br>Projected<br>2024 |
|---|-----------------------|-----------------------|-----------------------------------|----------------------------------|
| REVENUE   |                       |                       |                                   |                                  |
| Property Tax                                      | \$<br>1,396,171       | \$<br>1,403,059       | \$<br>1,594,000                   | \$<br>1,597,000                  |
| Total Intergovernmental Revenues                  | \$<br>201,560         | \$<br>208,319         | \$<br>198,125                     | \$<br>204,069                    |
| Charges for Services                              | \$<br>19,131          | \$<br>18,375          | \$<br>62,000                      | \$<br>63,860                     |
| Fines, Licenses & Permits                         | \$<br>280             | \$<br>2,323           | \$<br>2,250                       | \$<br>2,318                      |
| Miscellaneous                                     | \$<br>14,664          | \$<br>9,735           | \$<br>3,000                       | \$<br>3,090                      |
| Transfers-in from the General Fund                | \$<br>150,000         | \$<br>-               | \$<br>-                           | \$<br>144,418                    |
| TOTAL REVENUE                                     | \$<br>1,781,806       | \$<br>1,641,811       | \$<br>1,859,375                   | \$<br>2,014,755                  |
| EXPENDITURES  Total Police Expenses               | \$<br>1,800,121       | \$<br>1,774,171       | \$<br>2,026,902                   | \$<br>2,087,709                  |
| TOTAL EXPENDITURES                                | \$<br>1,800,121       | \$<br>1,774,171       | \$<br>2,026,902                   | \$<br>2,087,709                  |
| Revenues over/(under) Expenditures                | \$<br>(18,315)        | \$<br>(132,360)       | \$<br>(167,527)                   | \$<br>(72,954)                   |
| Beginning Unencumbered Balance                    | \$<br>433,609         | \$<br>413,991         | \$<br>240,481                     | \$<br>72,954                     |
| Ending Cash Fund Balance                          | \$<br>415,294         | \$<br>281,631         | \$<br>72,954                      | \$<br>-                          |
| Estimated Encumbrances (outstanding at year end)  | \$<br>53,072          | \$<br>41,150          | \$<br>-                           | \$<br>-                          |
| <b>Estimated Ending Unencumbered Fund Balance</b> | \$<br>362,222         | \$<br>240,481         | \$<br>72,954                      | \$<br>-                          |

| FIRE LEVY FUND                                   | For<br>2021<br>Actual | For<br>2022<br>Actual | Current Year<br>Projected<br>2023 | Budget Year<br>Projected<br>2024 |
|--|-----------------------|-----------------------|-----------------------------------|----------------------------------|
| REVENUE  |                       |                       |                                   |                                  |
| Property Taxes                                   | \$<br>1,112,527       | \$<br>1,112,527       | \$<br>1,232,000                   | \$<br>1,234,000                  |
| Total Intergovernmental Revenues                 | \$<br>120,879         | \$<br>126,158         | \$<br>114,250                     | \$<br>117,678                    |
| Charges for Services                             | \$<br>85,129          | \$<br>85,129          | \$<br>100,000                     | \$<br>103,000                    |
| Miscellaneous                                    | \$<br>2,846           | \$<br>2,846           | \$<br>500                         | \$<br>515                        |
| Transfer-in from the General Fund                | \$<br>50,000          | \$<br>50,000          | \$<br>-                           | \$<br>-                          |
| TOTAL REVENUE                                    | \$<br>1,371,381       | \$<br>1,376,660       | \$<br>1,446,750                   | \$<br>1,455,193                  |
| EXPENDITURES  Total Fire Expenses                | 1,292,090             | 1,397,287             | 1,446,852                         | 1,490,258                        |
| TOTAL EXPENDITURES                               | \$<br>1,292,090       | \$<br>1,397,287       | \$<br>1,446,852                   | \$<br>1,490,258                  |
| Revenues over/(under) Expenditures               | \$<br>79,291          | \$<br>(20,627)        | \$<br>(102)                       | \$<br>(35,065)                   |
| Beginning Unencumbered Balance                   | \$<br>460,934         | \$<br>535,454         | \$<br>500,947                     | \$<br>475,845                    |
| Ending Cash Fund Balance                         | \$<br>540,225         | \$<br>514,827         | \$<br>500,845                     | \$<br>440,780                    |
| Estimated Encumbrances (outstanding at year end) | \$<br>93,818          | \$<br>13,880          | \$<br>25,000                      | \$<br>25,000                     |
| Estimated Ending Unencumbered Fund Balance       | \$<br>446,407         | \$<br>500,947         | \$<br>475,845                     | \$<br>415,780                    |

| POLICE PENSION LEVY FUND                         | For<br>2021<br>Actual | For<br>2022<br>Actual | Current Year<br>Projected<br>2023 | Budget Year<br>Projected<br>2024 |
|--|-----------------------|-----------------------|-----------------------------------|----------------------------------|
| REVENUE  |                       |                       |                                   |                                  |
| Total PropertyTaxes                              | \$<br>56,395          | \$<br>56,395          | \$<br>65,000                      | \$<br>68,000                     |
| Total Intergovernmental Revenues                 | \$<br>8,306           | \$<br>8,651           | \$<br>8,000                       | \$<br>13,000                     |
| TOTAL REVENUE                                    | \$<br>64,701          | \$<br>65,046          | \$<br>73,000                      | \$<br>81,000                     |
| EXPENDITURES  Total Police Pension Expenses      | \$<br>60,589          | \$<br>64,638          | \$<br>80,590                      | \$<br>95,000                     |
| TOTAL EXPENDITURES                               | \$<br>60,589          | \$<br>64,638          | \$<br>80,590                      | \$<br>95,000                     |
| Revenues over/(under) Expenditures               | \$<br>4,112           | \$<br>408             | \$<br>(7,590)                     | \$<br>(14,000)                   |
| Beginning Unencumbered Balance                   | \$<br>20,750          | \$<br>24,862          | \$<br>25,270                      | \$<br>17,680                     |
| Ending Cash Fund Balance                         | \$<br>24,862          | \$<br>25,270          | \$<br>17,680                      | \$<br>3,680                      |
| Estimated Encumbrances (outstanding at year end) | \$<br>-               | \$<br>-               | \$<br>-                           | \$<br>-                          |
| Estimated Ending Unencumbered Fund Balance       | \$<br>24,862          | \$<br>25,270          | \$<br>17,680                      | \$<br>3,680                      |

Item A.Section 8, Item

| FUND                                      |          | Estimated Unencumbered Fund Balance 1/1/2024 |    | Budget Year<br>Projected<br>Receipts |    |   | Total Available<br>For Projected<br>Expenditures |    | Budget Year<br>Projected<br>Expenses |    | Projected Unencumbered Balance 12/31/2024 |
|---|----------|--|----|--------------------------------------|----|---|--|----|--------------------------------------|----|---|
| TONE                                      |          | 1/1/2024                                     |    |                                      |    |   |  |    |                                      |    | 12/31/2024                                |
| Special Revenue Funds:                    |          |  |    |                                      |    |   |  |    |                                      |    |   |
| Street Fund                               | \$       | 217,304                                      | \$ | 356,700                              | \$ |   | 574,004  | \$ | 426,190                              | \$ | 147,814                                   |
| State Highway Fund                        | \$       | 108,239                                      | \$ | 28,000                               | \$ |   | 136,239  | \$ | 28,000                               | \$ | 108,239                                   |
| Fuel System Fund                          | \$       | 7,907  | \$ | 1,200                                | \$ |   | 9,107  | \$ | 1,550                                | \$ | 7,557                                     |
| Motor Vehicle License Fund                | \$       | 342,729                                      | \$ | 50,000                               | \$ |   | 392,729  | \$ | 105,100                              | \$ | 287,629                                   |
| TOTAL SPECIAL REVENUE FUNDS               | \$       | 676,179                                      | \$ | 435,900                              | \$ | • | 1,112,079  | \$ | 560,840                              | \$ | 551,239                                   |
| no that Boots at Boots                    |          |  |    |                                      |    |   |  |    |                                      |    |   |
| Capital Project Funds:                    |          |  |    |                                      |    |   |  |    |                                      |    |   |
| Capital Outlay Dept 100.30 General Fund   | \$       |  | \$ | 1,261,000                            |    |   | 1,261,000  |    | 1,261,000                            |    | -   |
| TOTAL CAPITAL PROJECT FUNDS               | \$       | -  | \$ | 1,261,000                            | \$ |   | 1,261,000  | \$ | 1,261,000                            | \$ | -   |
| Enterprise Funds:                         |          |  |    |                                      |    |   |  |    |                                      |    |   |
| Waste Collection Fund                     | \$       | 152,604                                      | \$ | 639,650                              | \$ |   | 792,254  | \$ | 620,122                              | \$ | 172,132                                   |
| Water Fund                                | \$       | 3,968,687                                    | \$ | 1,626,550                            | \$ |   | 5,595,237  | \$ | 1,570,122                            | \$ | 4,025,115                                 |
| TOTAL ENTERPRISE FUNDS                    | \$       | 4,121,291                                    | \$ | 2,266,200                            | \$ |   | 6,387,491  | \$ | 2,190,244                            | \$ | 4,197,247                                 |
| TRUST AND ACENCY FUNDS                    |          |  |    |                                      |    |   |  |    |                                      |    |   |
| TRUST AND AGENCY FUNDS                    | <b>,</b> | 70.022                                       | ۲  | 24 000                               | ۲. |   | 00.022   | ۲. | 21,000                               | ۲  | 70.022                                    |
| Performance Bond Fund                     | \$       | 78,033                                       | Þ  | 21,000                               | Þ  |   | 99,033   | Þ  | 21,000                               | Þ  | 78,033                                    |
| Agency Fund  TOTAL TRUST AND AGENCY FUNDS | \$       | 78,033                                       | ¢  | 21,000                               | ¢  |   | 99,033   | ċ  | 21,000                               | ç  | 78,033                                    |
| TOTAL TROST AND AGENCY FONDS              | Ą        | 76,033                                       | Ą  | 21,000                               | Ą  |   | 99,033   | Ą  | 21,000                               | Ą  | 76,033                                    |
|   | \$       | 4,875,503                                    | \$ | 3,984,100                            | \$ |   | 8,859,603  | \$ | 4,033,084                            | \$ | 4,826,519                                 |
| TOTAL OTHER FUNDS (MEMO ONLY)             |          |  |    |                                      |    |   |  |    |                                      |    |   |

7,587,718

9,067,290 \$

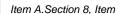
8,967,497 \$

16,655,008 \$

**GRAND TOTAL ALL FUNDS** 

\$

7,687,511 \$





# State of Ohio

# **Public Works Commission**

# **Loan Amortization Schedule**

City of Bellbrook

Loan Nbr: CK15U Upper Hillside Water Main Improvements

Loan Amount: 290,000.00 Interest Rate (percent): 0.0 Loan Term (years): 30.0

Schedule CK15U-0-01

| Year | Month    | - Per      | Per Start  | Principal | Interest | Payment  | Balance    | Mont | h - Per | Per Start  | Principal | Interest | Payment  | Balance    |
|------|----------|------------|------------|-----------|----------|----------|------------|------|---------|------------|-----------|----------|----------|------------|
| 2019 | Loan Ini | tializatio | on         |           |          |          | 290,000.00 | Jul  | 1       | 290,000.00 | 4,833.33  | 0.00     | 4,833.33 | 285,166.67 |
| 2020 | Jan      | 2          | 285,166.67 | 4,833.33  | 0.00     | 4,833.33 | 280,333.34 | Jul  | 3       | 280,333.34 | 0.00      | 0.00     | 0.00     | 280,333.34 |
| 2021 | Jan      | 4          | 280,333.34 | 4,833.33  | 0.00     | 4,833.33 | 275,500.01 | Jul  | 5       | 275,500.01 | 4,833.33  | 0.00     | 4,833.33 | 270,666.68 |
| 2022 | Jan      | 6          | 270,666.68 | 4,833.33  | 0.00     | 4,833.33 | 265,833.35 | Jul  | 7       | 265,833.35 | 4,833.33  | 0.00     | 4,833.33 | 261,000.02 |
| 2023 | Jan      | 8          | 261,000.02 | 4,833.33  | 0.00     | 4,833.33 | 256,166.69 | Jul  | 9       | 256,166.69 | 4,833.33  | 0.00     | 4,833.33 | 251,333.36 |
| 2024 | Jan      | 10         | 251,333.36 | 4,833.33  | 0.00     | 4,833.33 | 246,500.03 | Jul  | 11      | 246,500.03 | 4,833.33  | 0.00     | 4,833.33 | 241,666.70 |
| 2025 | Jan      | 12         | 241,666.70 | 4,833.33  | 0.00     | 4,833.33 | 236,833.37 | Jul  | 13      | 236,833.37 | 4,833.33  | 0.00     | 4,833.33 | 232,000.04 |
| 2026 | Jan      | 14         | 232,000.04 | 4,833.33  | 0.00     | 4,833.33 | 227,166.71 | Jul  | 15      | 227,166.71 | 4,833.33  | 0.00     | 4,833.33 | 222,333.38 |
| 2027 | Jan      | 16         | 222,333.38 | 4,833.33  | 0.00     | 4,833.33 | 217,500.05 | Jul  | 17      | 217,500.05 | 4,833.33  | 0.00     | 4,833.33 | 212,666.72 |
| 2028 | Jan      | 18         | 212,666.72 | 4,833.33  | 0.00     | 4,833.33 | 207,833.39 | Jul  | 19      | 207,833.39 | 4,833.33  | 0.00     | 4,833.33 | 203,000.06 |
| 2029 | Jan      | 20         | 203,000.06 | 4,833.33  | 0.00     | 4,833.33 | 198,166.73 | Jul  | 21      | 198,166.73 | 4,833.33  | 0.00     | 4,833.33 | 193,333.40 |
| 2030 | Jan      | 22         | 193,333.40 | 4,833.33  | 0.00     | 4,833.33 | 188,500.07 | Jul  | 23      | 188,500.07 | 4,833.33  | 0.00     | 4,833.33 | 183,666.74 |
| 2031 | Jan      | 24         | 183,666.74 | 4,833.33  | 0.00     | 4,833.33 | 178,833.41 | Jul  | 25      | 178,833.41 | 4,833.33  | 0.00     | 4,833.33 | 174,000.08 |
| 2032 | Jan      | 26         | 174,000.08 | 4,833.33  | 0.00     | 4,833.33 | 169,166.75 | Jul  | 27      | 169,166.75 | 4,833.33  | 0.00     | 4,833.33 | 164,333.42 |
| 2033 | Jan      | 28         | 164,333.42 | 4,833.33  | 0.00     | 4,833.33 | 159,500.09 | Jul  | 29      | 159,500.09 | 4,833.33  | 0.00     | 4,833.33 | 154,666.76 |
| 2034 | Jan      | 30         | 154,666.76 | 4,833.33  | 0.00     | 4,833.33 | 149,833.43 | Jul  | 31      | 149,833.43 | 4,833.33  | 0.00     | 4,833.33 | 145,000.10 |
| 2035 | Jan      | 32         | 145,000.10 | 4,833.33  | 0.00     | 4,833.33 | 140,166.77 | Jul  | 33      | 140,166.77 | 4,833.33  | 0.00     | 4,833.33 | 135,333.44 |
| 2036 | Jan      | 34         | 135,333.44 | 4,833.33  | 0.00     | 4,833.33 | 130,500.11 | Jul  | 35      | 130,500.11 | 4,833.33  | 0.00     | 4,833.33 | 125,666.78 |
| 2037 | Jan      | 36         | 125,666.78 | 4,833.33  | 0.00     | 4,833.33 | 120,833.45 | Jul  | 37      | 120,833.45 | 4,833.33  | 0.00     | 4,833.33 | 116,000.12 |
| 2038 | Jan      | 38         | 116,000.12 | 4,833.33  | 0.00     | 4,833.33 | 111,166.79 | Jul  | 39      | 111,166.79 | 4,833.33  | 0.00     | 4,833.33 | 106,333.46 |
| 2039 | Jan      | 40         | 106,333.46 | 4,833.33  | 0.00     | 4,833.33 | 101,500.13 | Jul  | 41      | 101,500.13 | 4,833.33  | 0.00     | 4,833.33 | 96,666.80  |
| 2040 | Jan      | 42         | 96,666.80  | 4,833.33  | 0.00     | 4,833.33 | 91,833.47  | Jul  | 43      | 91,833.47  | 4,833.33  | 0.00     | 4,833.33 | 87,000.14  |
| 2041 | Jan      | 44         | 87,000.14  | 4,833.33  | 0.00     | 4,833.33 | 82,166.81  | Jul  | 45      | 82,166.81  | 4,833.33  | 0.00     | 4,833.33 | 77,333.48  |
| 2042 | Jan      | 46         | 77,333.48  | 4,833.33  | 0.00     | 4,833.33 | 72,500.15  | Jul  | 47      | 72,500.15  | 4,833.33  | 0.00     | 4,833.33 | 67,666.82  |
| 2043 | Jan      | 48         | 67,666.82  | 4,833.33  | 0.00     | 4,833.33 | 62,833.49  | Jul  | 49      | 62,833.49  | 4,833.33  | 0.00     | 4,833.33 | 58,000.16  |
| 2044 | Jan      | 50         | 58,000.16  | 4,833.33  | 0.00     | 4,833.33 | 53,166.83  | Jul  | 51      | 53,166.83  | 4,833.33  | 0.00     | 4,833.33 | 48,333.50  |
| 2045 | Jan      | 52         | 48,333.50  | 4,833.33  | 0.00     | 4,833.33 | 43,500.17  | Jul  | 53      | 43,500.17  | 4,833.33  | 0.00     | 4,833.33 | 38,666.84  |
| 2046 | Jan      | 54         | 38,666.84  | 4,833.33  | 0.00     | 4,833.33 | 33,833.51  | Jul  | 55      | 33,833.51  | 4,833.33  | 0.00     | 4,833.33 | 29,000.18  |
| 2047 | Jan      | 56         | 29,000.18  | 4,833.33  | 0.00     | 4,833.33 | 24,166.85  | Jul  | 57      | 24,166.85  | 4,833.33  | 0.00     | 4,833.33 | 19,333.52  |
| 2048 | Jan      | 58         | 19,333.52  | 4,833.33  | 0.00     | 4,833.33 | 14,500.19  | Jul  | 59      | 14,500.19  | 4,833.33  | 0.00     | 4,833.33 | 9,666.86   |
| 2049 | Jan      | 60         | 9,666.86   | 4,833.33  | 0.00     | 4,833.33 | 4,833.53   | Jul  | 61      | 4,833.53   | 4,833.53  | 0.00     | 4,833.53 | 0.00       |



# State of Ohio

# **Public Works Commission**

# **Loan Amortization Schedule**

City of Bellbrook

Loan Nbr: CK04K

**Water Treatment Plant Improvement** 

Loan Amount:

1,123,459.13

Interest Rate (percent):

0.0

Loan Term (years):

20.0

Schedule CK04K-0-01

| Year | Month | - Per | Per Start    | Principal | Interest | Payment   | Balance      | Month   | ı - Per     | Per Start    | Principal | Interest | Payment   | Balance      |
|------|-------|-------|--------------|-----------|----------|-----------|--------------|---------|-------------|--------------|-----------|----------|-----------|--------------|
| 2012 |       |       |              |           |          |           |              | Loan Ir | nitializati | on           |           |          |           | 1,123,459.12 |
| 2013 | Jan   | 1     | 1,123,459.13 | 28,086.48 | 0.00     | 28,086.48 | 1,095,372.65 | Jul     | 2           | 1,095,372.65 | 28,086.48 | 0.00     | 28,086.48 | 1,067,286.17 |
| 2014 | Jan   | 3     | 1,067,286.17 | 28,086.48 | 0.00     | 28,086.48 | 1,039,199.69 | Jul     | 4           | 1,039,199.69 | 28,086.48 | 0.00     | 28,086.48 | 1,011,113.21 |
| 2015 | Jan   | 5     | 1,011,113.21 | 28,086.48 | 0.00     | 28,086.48 | 983,026.73   | Jul     | 6           | 983,026.73   | 28,086.48 | 0.00     | 28,086.48 | 954,940.25   |
| 2016 | Jan   | 7     | 954,940.25   | 28,086.48 | 0.00     | 28,086.48 | 926,853.77   | Jul     | 8           | 926,853.77   | 28,086.48 | 0.00     | 28,086.48 | 898,767.29   |
| 2017 | Jan   | 9     | 898,767.29   | 28,086.48 | 0.00     | 28,086.48 | 870,680.81   | Jul     | 10          | 870,680.81   | 28,086.48 | 0.00     | 28,086.48 | 842,594.33   |
| 2018 | Jan   | 11    | 842,594.33   | 28,086.48 | 0.00     | 28,086.48 | 814,507.85   | Jul     | 12          | 814,507.85   | 28,086.48 | 0.00     | 28,086.48 | 786,421.37   |
| 2019 | Jan   | 13    | 786,421.37   | 28,086.48 | 0.00     | 28,086.48 | 758,334.89   | Jul     | 14          | 758,334.89   | 28,086.48 | 0.00     | 28,086.48 | 730,248.41   |
| 2020 | Jan   | 15    | 730,248.41   | 28,086.48 | 0.00     | 28,086.48 | 702,161.93   | Jul     | 16          | 702,161.93   | 0.00      | 0.00     | 0.00      | 702,161.93   |
| 2021 | Jan   | 17    | 702,161.93   | 28,086.48 | 0.00     | 28,086.48 | 674,075.45   | Jul     | 18          | 674,075.45   | 28,086.48 | 0.00     | 28,086.48 | 645,988.97   |
| 2022 | Jan   | 19    | 645,988.97   | 28,086.48 | 0.00     | 28,086.48 | 617,902.49   | Jul     | 20          | 617,902.49   | 28,086.48 | 0.00     | 28,086.48 | 589,816.01   |
| 2023 | Jan   | 21    | 589,816.01   | 28,086.48 | 0.00     | 28,086.48 | 561,729.53   | Jul     | 22          | 561,729.53   | 28,086.48 | 0.00     | 28,086.48 | 533,643.05   |
| 2024 | Jan   | 23    | 533,643.05   | 28,086.48 | 0.00     | 28,086.48 | 505,556.57   | Jul     | 24          | 505,556.57   | 28,086.48 | 0.00     | 28,086.48 | 477,470.09   |
| 2025 | Jan   | 25    | 477,470.09   | 28,086.48 | 0.00     | 28,086.48 | 449,383.61   | Jul     | 26          | 449,383.61   | 28,086.48 | 0.00     | 28,086.48 | 421,297.13   |
| 2026 | Jan   | 27    | 421,297.13   | 28,086.48 | 0.00     | 28,086.48 | 393,210.65   | Jul     | 28          | 393,210.65   | 28,086.48 | 0.00     | 28,086.48 | 365,124.17   |
| 2027 | Jan   | 29    | 365,124.17   | 28,086.48 | 0.00     | 28,086.48 | 337,037.69   | Jul     | 30          | 337,037.69   | 28,086.48 | 0.00     | 28,086.48 | 308,951.21   |
| 2028 | Jan   | 31    | 308,951.21   | 28,086.48 | 0.00     | 28,086.48 | 280,864.73   | Jul     | 32          | 280,864.73   | 28,086.48 | 0.00     | 28,086.48 | 252,778.25   |
| 2029 | Jan   | 33    | 252,778.25   | 28,086.48 | 0.00     | 28,086.48 | 224,691.77   | Jul     | 34          | 224,691.77   | 28,086.48 | 0.00     | 28,086.48 | 196,605.29   |
| 2030 | Jan   | 35    | 196,605.29   | 28,086.48 | 0.00     | 28,086.48 | 168,518.81   | Jul     | 36          | 168,518.81   | 28,086.48 | 0.00     | 28,086.48 | 140,432.33   |
| 2031 | Jan   | 37    | 140,432.33   | 28,086.48 | 0.00     | 28,086.48 | 112,345.85   | Jul     | 38          | 112,345.85   | 28,086.48 | 0.00     | 28,086.48 | 84,259.37    |
| 2032 | Jan   | 39    | 84,259.37    | 28,086.48 | 0.00     | 28,086.48 | 56,172.89    | Jul     | 40          | 56,172.89    | 28,086.48 | 0.00     | 28,086.48 | 28,086.41    |
| 2033 | Jan   | 41    | 28,086.41    | 28,086.41 | 0.00     | 28,086.41 | 0.00         |         |             |              |           |          |           |              |

2024 Tax Budget Form for

**Bellbrook City** 

This Budget must be adopted by the legislative body on or before July 15<sup>th</sup>, and submitted to the County Auditor on or before July 20<sup>th</sup>. Failure to comply with ORC 5705, will result in loss of the Local Government Fund Allocation

The following Budget year beginning January 1, 2024, has been adopted by the legislative body and is submitted for consideration of the County Budget Commission

| Title |  |  |
|-------|--|--|
|       |  |  |
| Date  |  |  |

| Schedule of Levies Authorized along with the Estimated Revenue and Valuation the Subdivision |              |            |           |  |   |                                    |   |  |  |  |  |  |
|--|--------------|------------|-----------|--|---|------------------------------------|---|--|--|--|--|--|
| Subdivision/ Authorized Rate/<br>Levy Ype  | Base<br>Year | Last Voted | Period    | Estimated<br>AG/RES<br>Effective<br>Tax Rate<br>TY2023 | Estimated<br>COM/IND<br>Effective<br>Tax Rate<br>TY2023 | Total<br>Estimated<br>Value TY2023 | CY2024 Officia<br>Cert of Est Res<br>Tax Cert |  |  |  |  |  |
| Bellbrook City   |              |            |           |  |   |                                    |   |  |  |  |  |  |
| 2.70 General   | n/a          | Inside     | n/a       | 2.700000   | 2.700000  | 274,289,999                        | 729,000                                       |  |  |  |  |  |
| 1.30 General   | 2007         | 11/2/2021  | 2022-2026 | 0.815213   | 1.107633  | 274,289,999                        | 226,000                                       |  |  |  |  |  |
| 4.00 Total General   |              |            |           | 3.515213   | 3.807633  |                                    | 955,000                                       |  |  |  |  |  |
| 0.30 Police Pension  | n/a          | Inside     | n/a       | 0.300000   | 0.300000  | 274,289,999                        | 81,000  |  |  |  |  |  |
| 3.90 Fire  | 1998         | 11/3/1998  | Indef     | 1.976223   | 2.465920  | 274,289,999                        | 550,000                                       |  |  |  |  |  |
| 2.00 Fire  | 2009         | 5/5/2009   | Indef     | 1.277452   | 1.704051  |                                    | 354,000                                       |  |  |  |  |  |
| 1.75 Fire  | 2018         | 5/8/2018   | Indef     | 1.197389   | 1.491045  |                                    | 330,000                                       |  |  |  |  |  |
| 7.65 Total Fire  |              |            |           | 3.253675   | 5.661016  |                                    | 1,234,000                                     |  |  |  |  |  |
| 3.90 Police  | 2006         | 11/7/2006  | Indef     | 2.437317   | 3.322899  | 274,289,999                        | 677,000                                       |  |  |  |  |  |
| 2.90 Police  | 2011         | 11/8/2011  | Indef     | 1.852306   | 2.470874  | 274,289,999                        | 514,000                                       |  |  |  |  |  |
| 2.50 Police  | 2003         | 11/4/2003  | Indef     | 1.452825   | 2.067707  | 274,289,999                        | 406,000                                       |  |  |  |  |  |
| 9.30 Total Police  |              |            | •         | 5.742447   | 7.861480  |                                    | 1,597,000                                     |  |  |  |  |  |

## File Attachments for Item:

A. Resolution 2023-R-14 CREATING A CHARTER ADVISORY COMMITTEE TO REVIEW THE CITY'S CHARTER AND MAKE RECOMMENDATIONS TO COUNCIL REGARDING ANY PROPOSED AMENDMENTS THERETO (Schweller)

Resolution No. 2023-R-14

June 12, 2023

# City of Bellbrook State of Ohio

### Resolution No. 2023-R-14

# CREATING A CHARTER ADVISORY COMMITTEE TO REVIEW THE CITY'S CHARTER AND MAKE RECOMMENDATIONS TO COUNCIL REGARDING ANY PROPOSED AMENDMENTS THERETO

WHEREAS, a Charter for the City of Bellbrook was approved by the City's electorate on November 2, 1971, in accordance with Article XVIII, Section 7, of the Ohio Constitution; and

WHEREAS, Section 12.05 of the City's Charter provides that the City may amend its Charter pursuant to Section XVIII, Sections 8 and 9 of the Ohio Constitution; and

WHEREAS, Section 12.05 of the City's Charter further provides that Council shall appoint a Charter Review Commission (the "CRC") consisting of at least 15 qualified electors of the City at the first meeting of Council in December of 2002, and each 10 years thereafter, and the CRC shall submit a report and recommendations to Council on or before June 1<sup>st</sup> the following year setting forth any proposed Charter amendments it recommends; and

WHEREAS, the City made reasonable efforts to seek applicants to appoint 15 qualified electors of the City to the CRC in accordance with Section 12.05(b) of the City's Charter, but despite its efforts, only 4 qualified electors of the City applied for a position on the CRC; and

WHEREAS, City Council recognizes the importance of having its Charter thoroughly reviewed at least every 10 years by residents of the City for possible amendments and improvements; and

WHEREAS, since City Council has been unable to secure the requisite number of qualified electors to serve on a CRC, the City Manager recommends that Council authorize a Charter Advisory Committee (the "CAC"), which CAC shall consist of 7 qualified electors of the City appointed by City Council, to review the City's Charter and make a report and recommendations to City Council regarding any proposed amendments to the City's Charter; and

WHEREAS, upon City Council's receipt of the CAC's report and recommendations, City Council will review the report and recommendations and determine if any of the proposed Charter amendments should be presented to the City's electorate for consideration in accordance with Article XVIII, Sections 8 and 9 of the Ohio Constitution; and

WHEREAS, City Council intends to create a streamlined process, which process is set forth below, for Council members to appoint qualified electors of the City to serve on the City's CAC.

# RECORD OF RESOLUTIONS

Item A.Section 10, Item

Resolution No. 2023-R-14

June 12, 2023

## NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

- Section 1. City Council hereby creates a Charter Advisory Committee (the "CAC") to review the City's Charter and make a report and recommendations to Council as to any Charter amendments it proposes.
- Section 2. The CAC shall be comprised of 7 qualified electors of the City of Bellbrook, who are not currently serving on Bellbrook City Council or any other boards and commissions of the City. Each Council member shall be responsible for nominating one qualified elector to serve on the CAC, subject to approval by a majority of City Council. No Council member shall unreasonably withhold his or her approval of a duly qualified elector nominated for appointment to the CAC. In the event that an elector nominated by a Council member declines the appointment or is otherwise unwilling or unable to serve on the CAC, the Council member who nominated that elector shall continue making nominations for the position until his or her nominee is approved by Council.
- Section 3. After all appointments have been made by the CAC, the CAC shall conduct one or more meetings to review the City's Charter and prepare its report and recommendations to Council regarding any proposed Charter amendments.
- Section 4. After City Council receives the report and recommendations from the CAC, it may present the proposed Charter amendments to the City's electorate for consideration in accordance with Article XVIII, Sections 8 and 9 of the Ohio Constitution
- Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

| Section 6.     | This Resolution shall take effect | and be in full force from and after the date of its passage. |
|----------------|-----------------------------------|--|
| PASSED BYYeas; | City Council this day of<br>Nays. | , 2023.  |
| AUTHENTIC      | CATION:                           |  |
| Michael W. S   | Schweller, Mayor                  |  |
| Robert Schon   | nmer, Clerk of Council            |  |

# **File Attachments for Item:**

B. 2023-R-15 AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPEN-ENDED LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT (Hoke)

Resolution No. 2023-R-15

Section 3.

June 12, 2023

## City of Bellbrook State of Ohio

### Resolution No. 2023-R-15

# AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPEN-ENDED LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT

WHEREAS, the City maintains a vehicle fleet of approximately 20 light and medium duty vehicles; and

WHEREAS, many of the vehicles in the light and medium duty fleet are 8 or more years old; and

WHEREAS, the City seeks to find cost effective ways to provide for a more up-to-date fleet; and

WHEREAS, a more up-to-date vehicle fleet would reduce maintenance expenses, reduce fuel consumption, and increase operational efficiency.

That this resolution shall take effect and be in force forthwith.

## NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

- Section 1. The City Manager is hereby authorized to execute an open-ended lease agreement with Enterprise Fleet Management and any related vehicle schedules, said lease to be substantially similar to Exhibit A.
- Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

| PASSED BY City Council this day Yeas; Nays. | y of, 2023. |
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| AUTHENTICATION:                             |             |
| Michael W. Schweller, Mayor                 |             |
| Robert Schommer, Clerk of Council           |             |

by and between Enterprise FM Trust, a Delaware



### MASTER EQUITY LEASE AGREEMENT

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| statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").  | troon zhorphoo i mi maaq a bolamare  |
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| 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individ         | dually, 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) | The state of the s |

day of

- 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 and conditions 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, each of which are incorporated herein as part of a single, unitary 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:

This Master Equity Lease Agreement is entered into this

- (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 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, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term 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 and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then 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").

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- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. 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, licensing, 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, registered 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, licensing 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. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and L

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(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 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.
- (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.
- (d) In no event shall Lessor, Servicer or any other agent of Lessor 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 Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, 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.
- 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, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

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

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

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the 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 L

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 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

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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, a going concern audit comment 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 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 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.

| nitialar | EER4  | Customer |
|----------|-------|----------|
| nitials: | FFIVI | Customer |

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.

|              | LESSOR:    | Enterprise FM Trust                                    |
|--------------|------------|--|
| LESSEE:      | By:        | Enterprise Fleet Management, Inc. its attorney in fact |
| Signature:   | Signature: |  |
| Ву:          | Ву:        | Bryan Lenihan  |
| Title:       | Title:     | Director Fleet Management                              |
| Address:     | Address:   | 4600 McAuley PI #510                                   |
|              |            | Cincinnati, OH 45242                                   |
|              |            |  |
| Date Signed: | Date Signe | ed:,   |

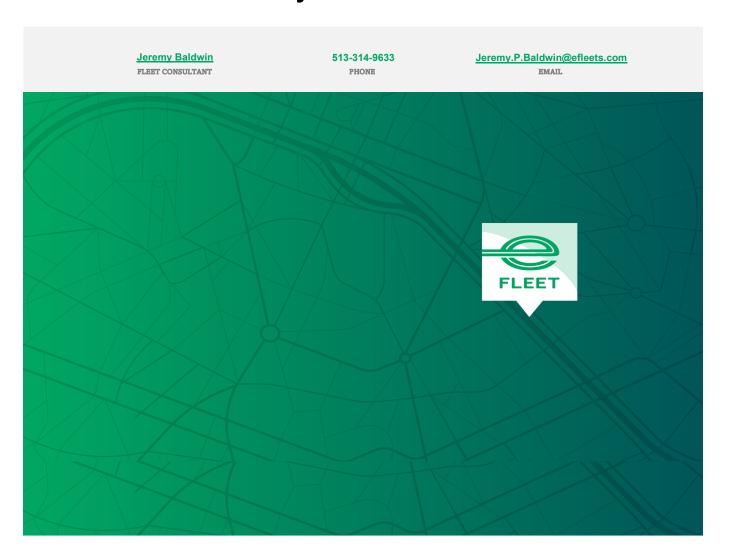
Initials: EFM\_\_\_\_\_ Customer\_\_\_\_



# Fleet Synopsis

PREPARED FOR:

# **City of Bellbrook**



### Impact of Partnership | City of Bellbrook

### THE SITUATION

### Current fleet age is negatively impacting the overall budget and fleet operations

- 12% of the current light and medium duty fleet is over 10 years old
- Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by inconsistent yearly budgets
- Currently vehicle budget is underfunded

### THE OBJECTIVES

# Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$356,889 in 10 years

- Shorten the current vehicle life cycle from 8.5 years to 4.6 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$39,000 in capital from the salvage of 5 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$58.94 vs. current \$143.5
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

### Increase employee safety with newer vehicles

### Currently:

- 0 vehicles predate Anti-Lock Brake standardization (2007)
- 1 vehicles predate Electronic Stability Control standardization (2012)
- 10 vehicles predate standardization of back up camera (2018)
- ESC is the most significant safety invention since the seatbelt

### Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

### THE RESULTS

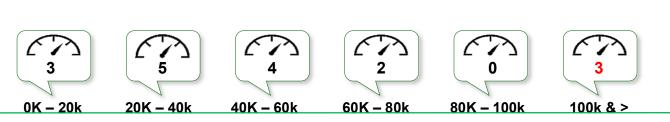
By partnering with Enterprise Fleet Management, City of Bellbrook will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Bellbrook will reduce fuel costs by 26% and reduce maintenance costs from \$143.5 on average to \$58.94 per unit. Leveraging an openend lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Bellbrook will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 110% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Bellbrook will be able to replace all of its vehicles over the course of 5 years

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# Supporting Evidence | City of Bellbrook

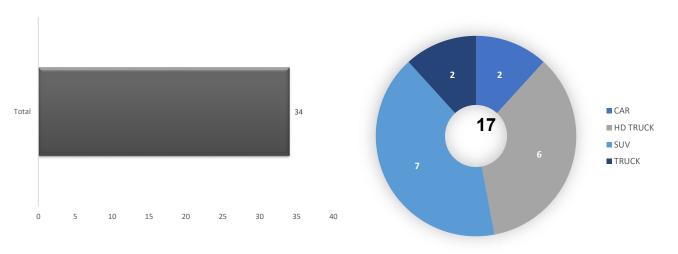
# **FLEET STATISTICS**

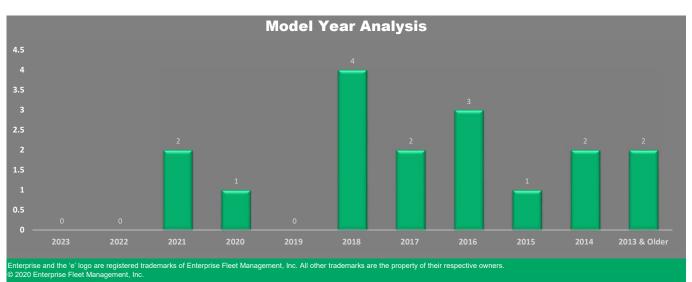




### **Manufacturers**

# **Vehicle Class**





## City of Bellbrook | Case Study

# CASE STUDY | CITY OF SAN MARCOS



# The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

### BACKGROUND

Location: San Marcos, CA Industry: Government Total vehicles: 90 vehicles

#### THE CHALLENGE

Haif of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."

- Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment:

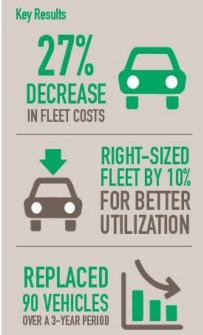
### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period,

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

Emay das and de V logs our registered and wrother of Emergets Flow Management, Inc. All calcular and medicals are the property of shell neg pocific investrs. In 2016 Emergence Flow Management, Inc. De 124, SM





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### **Program Resources | City of Bellbrook**

### **SAFETY**

• 12% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

### ACCOUNT MANAGEMENT

- City of Bellbrook will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.
- Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning.
- Account team will provide on-going analysis this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

### **TECHNOLOGY**

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

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



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#### References | City of Bellbrook

#### **CURRENT PARTNERS**

- City of Xenia
- City of Monroe
- City of Montgomery
- City of Toledo
- City of Huber Heights
- City of Miamisburg
- City of Athens

- City of Logan
- City of Fairborn
- City of Loveland
- Delaware County
- Licking County
- Clermont County
- Lucas County

#### **REFERENCES**

Below is a list of client references including company name, contact person, and telephone number.

#### City of Sharonville

Business Phone #: 513-563-144

Contact Person: Scott McKeehan, Finance Director

#### **Beavercreek Township**

Business Phone #: 937-429-4472

Contact Person: Alex Zaharieff, Tonwship Administrator

#### Fairfield Athens Major Crimes

Business Phone #: 740-808-01000

Contact Person: Dennis Lowe, Commander

#### **COOPERATIVE PARTNERS:**

- TIPS/TAPS USA
- SOURCEWELL
- E&I

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## REFERENCES





















## Due Diligence – City of Bellbrook







Other Cities

Over 70
Government
Agency
Clients in
Ohio

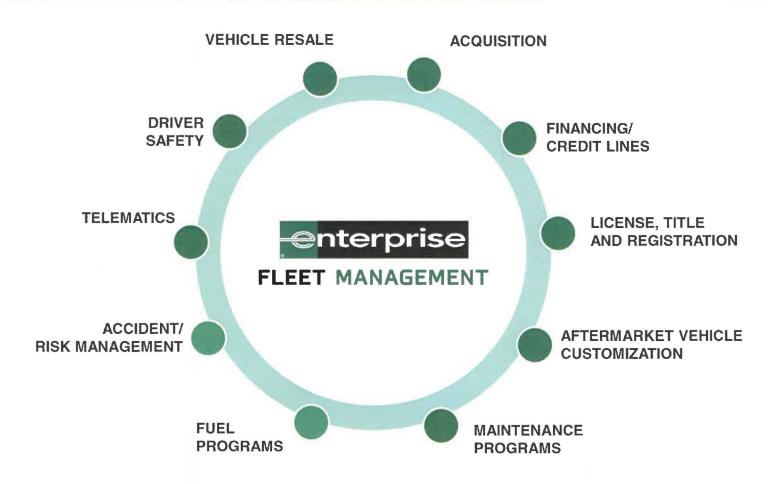
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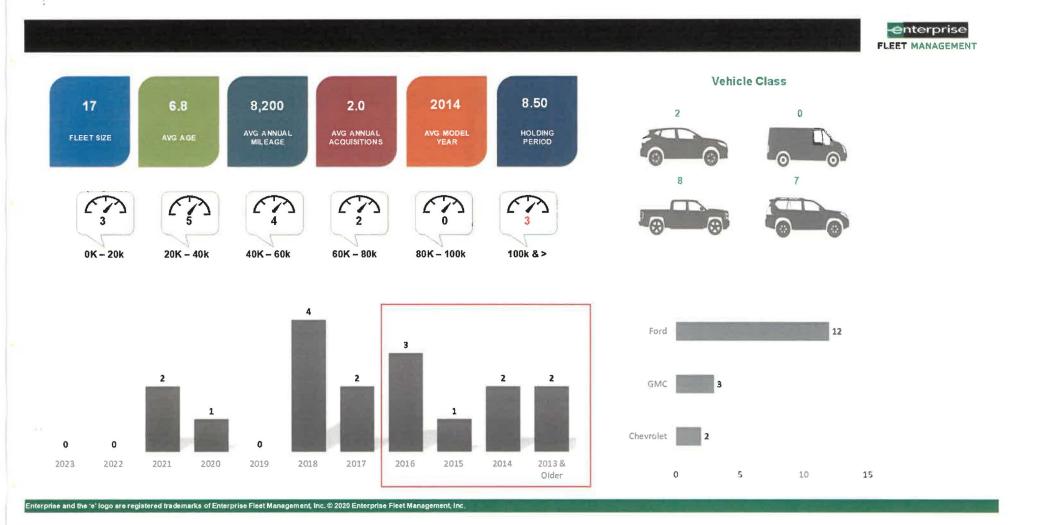
City of Bellbrook Bellbrook, OH

ID# 88672

## DELIVERING SOLUTIONS.

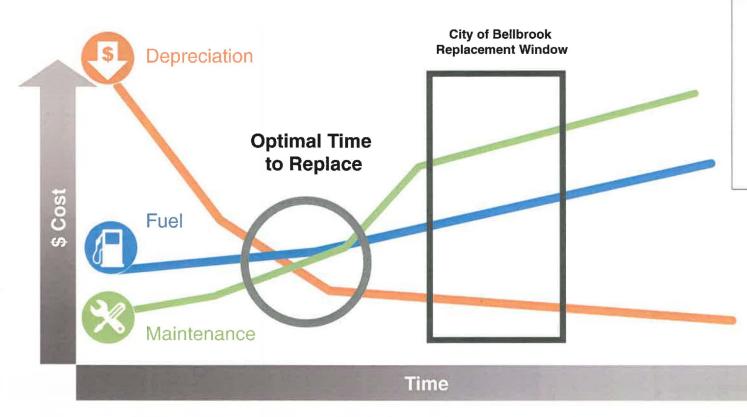






42

## **EFFECTIVE VEHICLE LIFECYCLE**



### **Key Observations**

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

## **GOVERNMENT BUYING POWER**





2021 Ford HD Ex-cab 4x4 F-250 XL

MSRP: \$44,276 ← FORD'S WEBSITE

Invoice: \$38,375

**State Contract** 

Price \$29,769

#### **MANHEIM AUCTION RESULTS**

| VEHICLE                      | Odometer | Sale Price | Capital Outlay |
|------------------------------|----------|------------|----------------|
| 2020 Ford F-250 XL ExCab 4x4 | 4,146    | \$31,500   | -\$1,731       |
| 2019 Ford F-250 XL ExCab 4x4 | 10,282   | \$29,800   | - \$31         |
| 2016 Ford F-250 XL ExCab 4x4 | 57,636   | \$20,200   | \$9,569        |
| 2011 Ford F-250 XL ExCab 4x4 | 98,436   | \$6,000    | \$23,769       |

## OPEN END LEASE- NOT your Dealer Style Lease



**Proactive Replacement Strategy** 



**Appropriate Vehicle Selection** 



**Appropriate Funding Structure** 



**Annual Budget Planning** 

#### Open-End Lease Benefits

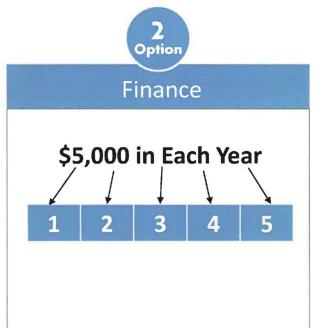
- Optimize cash flow with flexible funding options
- Customizable solutions based on operating needs
- Unlimited mileage
- No abnormal wear & tear clauses
- Greater flexibility if requirements change
- Flexibility of term
- All Gain on Resale is yours
- You own 100% utilization as if it was yours- customize the vehicle to your needs

## FUNDING OPTIONS



## \$25,000 Vehicle







## VEHICLE DISPOSAL





150 REMARKETING LOTS IN NORTH AMERICA





IN 2019, EFM SOLD
OVER
1,100,000
CUSTOMER VEHICLES
AT AN AVERAGE OF
109.8%
OVER BLACK BOOK
COMMERCIAL
VALUE INDEX

## New Fleet Tracking- Website Dashboard

### Customizable







#### MONTHLY FUEL SPEND OUTLIERS (120%)



#### ALERTS

LACY61 Oil change due in 30 days

LACW18 Oil change due in 30 days

LAHF68 Oil change due now

LAHR69 Oil change due is past due

see all storts w

#### MONTHLY FUEL SUMMARY

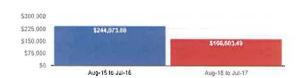


#### MONTHLY FUEL SUMMARY BY GRADE

|                    |                |           | 0041 2011         |
|--------------------|----------------|-----------|-------------------|
| Grade              | Avg Price/Gal. | Spent     | Gallons Purchased |
| DIESEL             | 32.40          | \$31.48   | 33,984            |
| FUEL OTHER         | \$3,24         | \$43.72   | 13.512            |
| MID GRADE UNLEADED | 52.51          | 5245.37   | 88.383            |
| PREMIUM UNLEADED   | 32.98          | 3138 83   | 45.927            |
| UNLEADED           | \$2.31         | 93.951 22 | 1707.27           |
|                    |                |           |                   |

BHV 2017

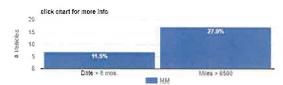
#### YEAR OVER YEAR FUEL TOTAL SPEND



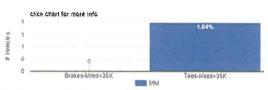
#### MONTHLY FUEL GALLONS BY FUEL GRADE



#### **OIL CHANGE OUTLIERS**



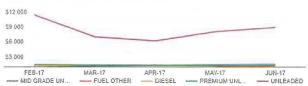
#### **BRAKES & TIRES OUTLIERS**



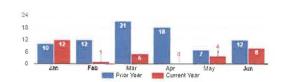
#### FLEET MIX



#### MONTHLY FUEL SPEND BY FUEL GRADE

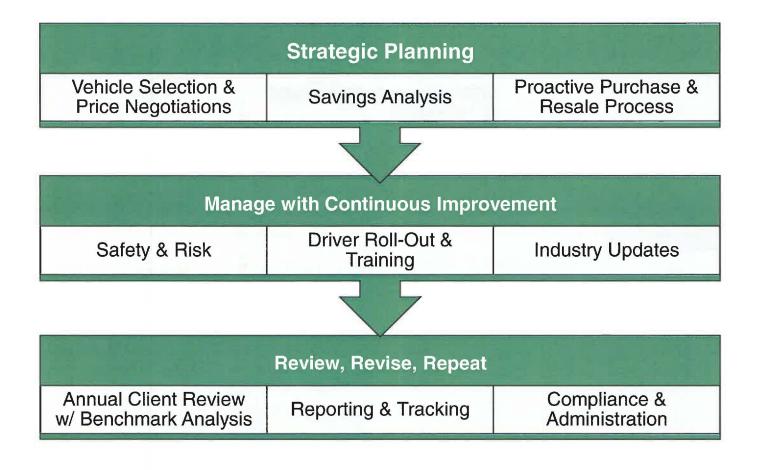


#### CITATIONS - TOTAL COUNT

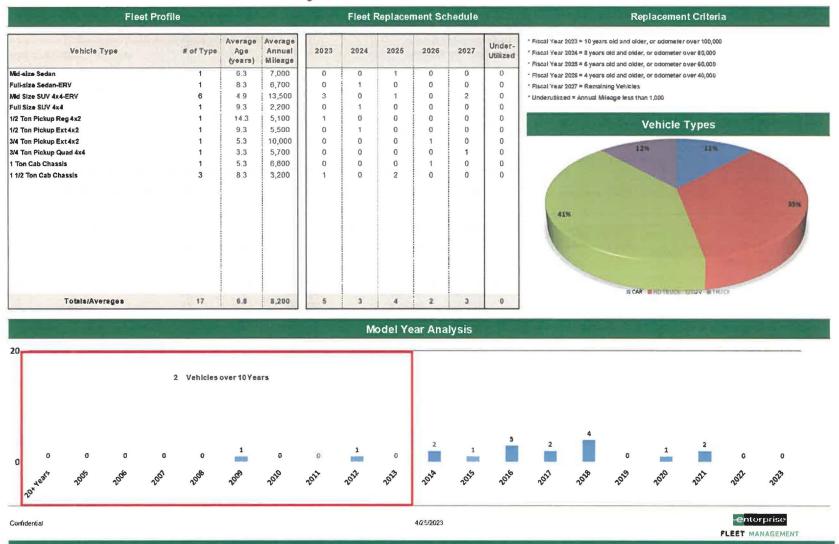


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### WHAT TO EXPECT – ACCOUNT TEAM



### City of Bellbrook - Fleet Profile

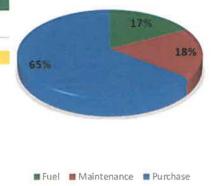


### **City of Bellbrook - Fleet Planning Analysis**

| Current Fleet         | 17       | Fleet Growth | 0.00%        | Proposed Fleet  | 17      |
|-----------------------|----------|--------------|--------------|-----------------|---------|
| Current Cycle         | 8.50     | Annual Miles | 8.200        | Proposed Cycle  | 4.59    |
| Current Maint.        | \$143.50 |              | and interior | Proposed Maint. | \$58.94 |
| Maint, Cents Per Mile | \$0.21   | Current MPG  | 10           | Price/Gallon    | \$2.00  |

#### **Fleet Costs Analysis**

|                |            | Fleet Mix       |       |        |          |         | Fle               | et Cost            |             |             |                 | Annual    |
|----------------|------------|-----------------|-------|--------|----------|---------|-------------------|--------------------|-------------|-------------|-----------------|-----------|
| Fiscal<br>Year | Fleet Size | Annual<br>Needs | Owned | Leased | Purchase | Lease*  | Equity<br>(Owned) | Equity<br>(Leased) | Maintenance | Fuel        | Fleet<br>Budget | Net Cash  |
| Average        | 17         | 2.0             | 17    | 0      | 103,664  | 0       |                   |                    | 29,274      | 27,880      | 160,818         | 0         |
| '23            | 17         | 5               | 12    | 5      | 0        | 65,517  | -39,000           |                    | 24,200      | 25,754      | 76,471          | 84,347    |
| '24            | 17         | 3               | 9     | 8      | 0        | 98,781  | -34,200           |                    | 21,156      | 24,479      | 110,216         | 50,602    |
| '25            | 17         | 4               | 5     | 12     | 0        | 146,787 | -79,200           | -12,196            | 17,098      | 22,778      | 95,266          | 65,552    |
| '26            | 17         | 3               | 3     | 14     | 0        | 168,132 | -37,800           | -22,811            | 15,068      | 21,927      | 144,516         | 16,302    |
| '27            | 17         | 5               | 0     | 17     | 0        | 207,335 | -58,200           | -105,974           | 12,024      | 20,652      | 75,837          | 84,982    |
| '28            | 17         | 4               | 0     | 17     | 0        | 207,335 |                   | -61,089            | 12,024      | 20,652      | 178,921         | -18,103   |
| '29            | 17         | 4               | 0     | 17     | 0        | 207,335 |                   | -116,754           | 12,024      | 20,652      | 123,256         | 37,562    |
| '30            | 17         | 4               | 0     | 17     | 0        | 207,335 |                   | -61,081            | 12,024      | 20,652      | 178,930         | -18,112   |
| '31            | 17         | 3               | 0     | 17     | 0        | 207,335 |                   | -83,356            | 12,024      | 20,652      | 156,655         | 4,163     |
| '32            | 17         | 4               | 0     | 17     | 0        | 207,335 |                   | -128,785           | 12,024      | 20,652      | 111,225         | 49,593    |
|                |            |                 |       |        |          |         |                   |                    | 10          | Year Saving | S               | \$356,889 |



**Current Fleet Equity Analysis** 

| YEAR   | 2023     | 2024     | 2025     | 2026     | 2027     | Under-Utilized |
|--------|----------|----------|----------|----------|----------|----------------|
| QTY    | 5        | 3        | 4        | 2        | 3        | 0              |
| Est \$ | \$7,800  | \$11,400 | \$19,800 | \$18,900 | \$19,400 | \$0            |
| TOTAL  | \$39,000 | \$34,200 | \$79,200 | \$37,800 | \$58,200 | \$0            |
|        | Estimate | \$24     | 8,400    |          |          |                |

<sup>\*</sup> Lease Rates are conservative estimates

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

#### **KEY OBJECTIVES**

#### Lower average age of the fleet

12% of the current light end medium duty feet is over 10 years old Resale of the aging feet is significantly reduced

#### Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

#### Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

enterprise
FLEET MANAGEMENT

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

## OPERATING EXPENSES

### Maintenance



#### **Full Maintenance**

- Fixed monthly rate
- Simple process for all parties
- Automated reminder system
- Includes: 24/7 Roadside, all major and minor repairs

#### **Maintenance Management**

- · Pay as you go program
- · Automated reminder system
- · Seamless experience for field drivers

#### **Enterprise National Service Department**

The first fleet management company to be awarded the Automotive Service Excellence "Blue Seal of Excellence" in 1997 and has received this recognition each year since then, an industry record.

- We manage more than 500,000 vehicles and saved our clients a total of \$43.5 million\* in 2021.
- \$2.7 million in post warranty/goodwill was refunded to our clients in 2021.

# 16 MAINTENANCE AND REPAIR LOCATIONS NEAR "45305"

#### **ALERTS**

LACY61 Oil change due in 30 days

LACW18 Oil change due in 30 days

LAMF68 / OH75HR2174413FA6P Oil change due now

LAHR69 / 0H75HR2174413FA6P Oil change due is past due

see all abouts >

#### MAINTENANCE SPEND OUTLIERS

|             |                    | Life 10 da | **                  |            |
|-------------|--------------------|------------|---------------------|------------|
| Statue      | DAVE               | Wehigle    | Contomer Vehicle ID | YMMS       |
| 53, 164, 74 | EMILY BARNES       | JUE-402    | 9230                | VEN        |
| \$2,160,97  | SAMANTHA NICHOLSON | J_\$449    | 9100                | Negan      |
| 51 630 BU   | ANDY MOORE         | J_15441    | P1 30               | Parameter. |
| 81,618.70   | DAVE HANGON        | JLS467     | 9130                | CARRAN     |
| 31,582,42   | DAVEQUINN          | JL\$440    | 9200                | rillede    |
|             |                    |            |                     |            |

see more data »

### **OPERATING EXPENSES**

Fuel



#### **EFM Fuel Card**

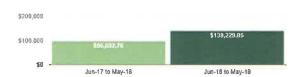
- Syncs with EFM website
- Track and enforce fleet policy
- Control abuse/unauthorized purchases
- Fuel Rebates Still Available

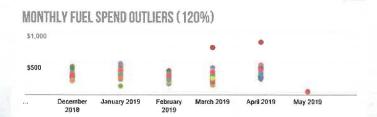
### **Key Payoffs**

- MPG tracking by vehicle
- Manage fuel type purchased
- Proactive "exception" reporting

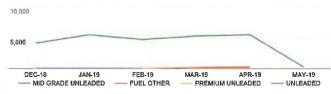


#### YEAR OVER YEAR FUEL TOTAL SPEND





#### MONTHLY FUEL GALLONS BY FUEL GRADE



CONFIDENTIAL AND PROPRIETARY

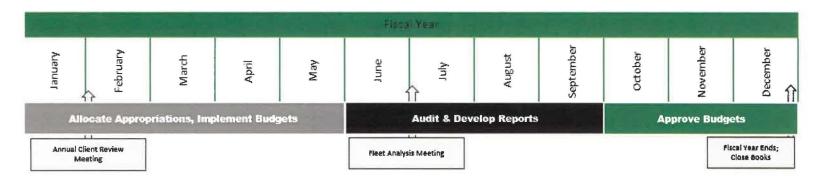
2016 Enterprise Fleet Management, inc



## **Government Budget Review**

Budget Year Starts: 1/

1/1/2020



### 3 ANNUAL MEETINGS

Fleet Analysis Meeting

**Annual Client Review** 

Community Involvement







|           |      |           |                                   |                   | Current  | Estimated Value April |                              |
|-----------|------|-----------|-----------------------------------|-------------------|----------|-----------------------|------------------------------|
| Vehicle # | Year | Make      | Model                             | VIN               | Odometer | 2023                  | Recommended Replacement Year |
| 22        | 2009 | Chevrolet | Silverado 1500                    | 1GCEC14X29Z149867 | 73,390   | \$3,000               | 2023                         |
| 25        | 2012 | Ford      | F-450 Chassis                     | 1FDUF4GT7CEA66586 | 39,284   | \$16,000              | 2023                         |
| PD        | 2016 | Ford      | <b>Utility Police Interceptor</b> | 1FM5K8AR3GGC92963 | 105,174  | \$6,000               | 2023                         |
| PD        | 2016 | Ford      | <b>Utility Police Interceptor</b> | 1FM5K8AR1GGC92962 | 103,533  | \$6,000               | 2023                         |
| PD        | 2018 | Ford      | Police Interceptor Utility        | 1FM5K8AR3JGB34629 | 102,033  | \$8,000               | 2023                         |
| 18        | 2014 | GMC       | Sierra 1500                       | 1GTR1UEH4EZ312271 | 51,379   | \$18,000              | 2024                         |
| PD        | 2014 | Ford      | Expedition                        | 1FMJU1G55EEF48260 | 20,100   | \$14,000              | 2024                         |
| PD        | 2015 | Ford      | Sedan Police Interceptor          | 1FAHP2MK3FG154293 | 55,000   | \$6,000               | 2024                         |
| 27        | 2016 | Ford      | E-450 Cutaway                     | 1FDXE4FS6GDC16871 | 19,887   | \$30,000              | 2025                         |
| 29        | 2017 | Ford      | F-550 Chassis                     | 1FDUF5GT2HDA07061 | 20,883   | \$45,000              | 2025                         |
| PD        | 2017 | Ford      | Fusion                            | 3FA6P0G78HR113690 | 44,000   | \$14,000              | 2025                         |
| PD        | 2018 | Ford      | Police Interceptor Utility        | 1FM5K8ARXJGB34630 | 72,381   | \$10,000              | 2025                         |
| 32        | 2018 | GMC       | Sierra 2500HD                     | 1GT21REG5JZ324056 | 52,690   | \$25,000              | 2026                         |
| 31        | 2018 | GMC       | Sierra 3500HD                     | 1GT31VCG0JZ315281 | 34,646   | \$29,000              | 2026                         |
| 7         | 2020 | Chevrolet | Silverado 2500HD                  | 1GC4YLE79LF130166 | 18,432   | \$37,000              | 2027                         |
| PD        | 2021 | Ford      | Police Interceptor Utility        | 1FM5K8AB7MGC20212 | 19,497   | \$30,000              | 2027                         |
| PD        | 2021 | Ford      | Police Interceptor Utility        | 1FM5K8AB6MGC20211 | 21.843   | \$30,000              | 2027                         |