

#### **Presque Isle City Council Meeting**

#### Wednesday, March 2nd, 2022 6:00 PM Sargent Family Community Center

\*\*PICDA Meeting at 5:45PM\*\*

#### **AGENDA**

#### Call to Order

#### Pledge of Allegiance

#### **Public Hearing**

1. Approve renewal application of marijuana license for Northern Maine Flower

#### **Citizen Comments**

#### **Consent Agenda**

- 2. Approve Minutes from February 2, 2022
- 3. Approve 2022 Warrant #3, #4 and #5 totaling \$1,388,248.41
- 4. Amendment to Post Issuance of Compliance Policy
- 5. Approve Appointment to the Downtown Revitalization Committee
- 6. Approve MDOT Overlimit Permit for Construction
- 7. Aroostook Agency on Aging Support Letter

#### **Old Business**

- 8. Enterprise Agreement
- 9. Goal Setting
- 10. City Hall Update

#### **New Business**

- 11. Schedule a Public Hearing for Dangerous Building
- 12. Information Technologies
- 13. City of Presque Isle Website
- 14. Star City ATV Grant Support Request

#### Manager's Report

#### **Announcements**

#### **Executive Session**

Pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate

Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Negotiations

#### Adjournment



#### The Office of the City Manager

#### **Martin Puckett**

Email: mpuckett@presqueisleme.us

#### **MEMORANDUM**

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	February 22, 2022
RE:	Wednesday March 2 <sup>nd</sup> 6pm Meeting Sargent Family Community Center

\*\*PICDA Meeting at 5:45PM\*\*

Call to Order

Roll Call

Pledge of Allegiance

#### **Public Hearings**

1. Approve renewal application of marijuana license for Northern Maine Flower @ 540 Main St. (Single Hearing): **Staff Recommends approval** 

#### **Citizen Comments**

Consent Agenda: Unless council wants to discuss items individually, staff recommends approving in one motion.

- 2. Approve Minutes from February 2, 2022
- 3. Approve Warrants #3, #4 and #5
- 4. Amendment to Post Issuance of Compliance Policy: Staff and Bond Council recommends updating the 2014 policy to reflect changes with the IRS standards. This policy relates to bonds.
- 5. Approve Appointment of Matthew McGinley to the Downtown Revitalization Committee: PIDRC recommends approval of appointment to fill vacancy on board. He is a resident and business owner in the downtown.
- 6. Approve MDOT Overlimit Permit for Construction: Memo from Dana explaining paving project from the 5-way intersection to Mapleton. Standard request for MDOT projects.
- 7. Aroostook Agency on Aging Support Letter: They are requesting a letter of support for a USDA Loan to renovate their building.

#### **Old Business**

8. Enterprise Agreement: At the February meeting, Josh Rondeau, Account Executive for Enterprise Fleet Management gave a presentation for the lease program. Council requested additional information with a comparison of previous budgets. With this comparison. I also included the PowerPoint presentation, maintenance, and lease agreements that have been reviewed by our insurance provider and city attorney. **Staff recommends approval.** 

- 9. Goal Setting: On February 15<sup>th</sup> we held a workshop to discuss 2022-2023 goals with department heads. The goals are attached for your review. Over the next few weeks we will further define these goals and establish teams & timelines to meet the goals. **For discussion.**
- 10. City Hall Update: Committee members will give update on status of renovations. I would invite council to take a look at the progress. **For discussion.**

#### **New Business**

- 11. Schedule a Public Hearing for Dangerous Building: Memo from DECD requesting a May 4<sup>th</sup> Public Hearing for 45 Elm St. Pictures are included. **Staff recommends scheduling a public hearing.**
- 12. IT Update: Eric Warren from Greenmark IT will present information about the council room recording system for city hall. The parts are in stock and he is ready to move forward when the contractor begins renovations. He would like an area designed in the chambers to locate the equipment. **For discussion**
- 13. City of Presque Isle Website: I summarized the work completed to date and the results of a survey about our current website design. I also collected info from communities that recently did a redesign and associated costs. I included links o the websites for your consideration. I am looking for guidance on how to proceed and feedback on some of the websites **For discussion**
- 14. Star City ATV Grant Request: Dick Howlett will present information about the club's request for the State funded program. **Staff recommends approval**

#### Manager's Report

#### **Announcements**

#### **Executive Session**

Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Real Estate Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Negotiations

#### Adjournment

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

	SUBJECT
PUBLIC HEARING: Renewal app for Northern Maine Flower, with	,
	INFORMATION
<ul><li>1) Renewal Application</li><li>2) Public Hearing Notice</li></ul>	
	REQUESTED ACTION
Councilor to	, seconded by approve a renewal Marijuana wer, with location at 540 Main

## RENEWAL APPLICATION FOR ADULT USE AND MEDICAL MARIJUANA BUSINESS



#### CITY OF PRESQUE ISLE 12 SECOND STREET PRESQUE ISLE, ME 04769

TEL: (207) 760-2703 FAX: (207) 764-2501

E-MAIL: panderson@presqueisleme.us

## PLEASE FILL-OUT RENEWAL APPLICATION COMPLETELY

		ONII DETELL
Date	Pe Pe	rmit No:
1.	Owner of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property: (If more than one attach a separate page listing all owner's information of Property (If more than one attach a separate page listing all owner's information of Property).	ation, see section G.C., must be a Maine
	Physical Location (number of street or road): 540 Main 57	
1	Mailing Add (CC 1000 )	
]	Home Phone: 207-212-5149 Work Phone: 202 216 2216	1 DI
]	E-Mail: Northern Maine Flower @ gmail.com	
2. 1	Marijuana Business Classification:	
	Maine License Certification #: CGR 28459	
	Registered Pusiness Name 1	
5. <b>F</b>	PRIOR Criminal Conviction History of all Owners, Officers, Members, or Employed	ee's.: (attach separate Pg. if necessary)
	Date:	
P	Place:	
	Jurisdiction:	
	PLEASE READ THE FOLLOWING CAREFULLY BEFORE SI	
cefore Certifi applications Presqu	ereby apply for a permit for a marijuana business. I agree, prior to starting any electrical of electrical and plumbing inspector. I understand that there may be other permits required for being allowed to operate. Under MRSA 25, Section 2357 and the City of Presque Isle ifficate of Occupancy <u>MUST</u> be obtained before the business hereby permitted is used or ication may be denied if not complete. A complete application may include construction que Isle. I understand that if the above information is not accurate this application will the City of Presque Isle could levy fines against me for giving false information."	rom other agencies that I must obtain s Land Use and Development Code a occupied. I understand that this permit
ele	Signature of Applicant	-31-22
		Date

## **CHECKLIST**

		_All lines must	be completed	
	YES	NO	Not Applicable	CEO Initials
Application Fee Submitted:				
All Owners / Partners Listed:				
License Type Listed:	V			
Me License Certified:	V			
Criminal History Listed:				
		Sta	ndards	
Security Standards:	V			Fa
Odor Plan:				750
Operating Plan:				780
Notices:				CA
Signs	V			-ad
Police Dept. Approval:	V			
Fire Dept. Approval:	V			
********	******	***Office Use (	Only**********	********
Date Application Received:				
Reason for Denial:				
CEO Signature:				
<u>License Renewal Fee</u>				
Marijuana Store: Annual O Marijuana Manufacturing F Marijuana Testing Facility: Adult Use Marijuana Cultiv	acility: Annua Annual Oper	al Operation Lic		
		f plant canopy:	Annual Permit/Licensir	ng Fee: \$500.00
			t canopy: Annual Licen	
<u>Tier 3</u> : 2	2,001-7,000 S	F of mature pla	ant canopy: Annual Lice	ense Fee: \$10,000.00
<u>Tier 4</u> :	> than 7,000	SF of mature pl	lant canopy: Annual Lic	cense Fee: \$30,000.00
Medical Marijuana Cultivati	on: Annual C	peration Licens	se Fee: \$5,000.00	

\$350.00

Adult Use Marijuana Nursery Cultivation: Annual License Fee:

#### NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE LEGAL NOTICE

Legal Notices

#### NOTICE IS HEREBY given that the Presque Isle City Council will be hold a PUBLIC HEARING on March 2, 2022 at 6:00 PM in the Sargent Family Community Center 24

Chapman Street, to consider a Marijuana License from:

Northern Maine Flower 540 Main St. The public may attend the public hearing or submit written

comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or call at 760-2702.

ADA ASSISTANCE: Anyone needing special assistance at the public hearing due to a disability should contact the City of

Presque Isle's City Clerk at 760-2702 at least two (2) business days prior to the meeting date.

Per City Council

Kimberly A. Finnemore

City Clerk

Published Feb. 23, 2022

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

	SUBJECT
CONSENT AGENDA: 2022 Minutes	
	INFORMATION
1) February 2, 2022 Minutes	
	REQUESTED ACTION
BE IT RESOLVED by Councilor to approv	, seconded by e minutes from February



#### Presque Isle City Council Meeting February 2, 2022 6:00 PM Sargent Family Community Center

#### Call to Order - Roll Call

Present: Chairman K. Freeman, Deputy Chairman J. Shaw, Councilors M. Chasse, C. Green, G. Nelson, J. Willette, and D. Cyr

City Manager Martin Puckett and Deputy City Clerk Deborah Ouellette were also present.

#### Pledge of Allegiance

Chairman K. Freeman called the meeting to order at 6:00 PM and led those present in the Pledge of Allegiance.

#### **Public Hearings**

 Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing and Entertainment for Presque Isle Country Club, with a location of 35 Parkhurst Siding Road (Single Hearing)

Chairman K. Freeman opened the public hearing at 6:04 PM; hearing no further comments, he closed the public hearing at 6:04 PM.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing and Entertainment for Presque Isle Country Club, with a location of 35 Parkhurst Siding Road.

Vote: 7 - 0

2. Approval for a Malt, Spirituous and Vinous Liquor License for Pie Nana, Inc. d/b/a Irish Setter Pub, with a location of 710 Main Street (Single Hearing)

Chairman K. Freeman opened the public hearing at 6:06 PM; hearing no further comments, he closed the public hearing at 6:06 PM.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve a Malt, Spirituous and Vinous liquor License for Pie Nana, Inc. d/b/a Irish Setter Pub, with a location of 710 Main Street.

**Vote:** 7 – 0

3. Approval for a Malt, Spirituous and Vinous Liquor License for Mainely Mexican LCC d/b/a Mainely Mexican, with a location of 6 State Road (Single Hearing)

Chairman K. Freeman opened the public hearing at 6:12 PM; hearing no further comments, he closed the public hearing at 6:12 PM.

**BE IT RESOLVED** by Councilor C. Green, seconded by Deputy Chairman J. Shaw to approve a Malt, Spirituous and Vinous Liquor License for Mainely Mexican LLC d/b/a Maineely Mexican, with a location of 6 State Road.

**Vote:** 7 – 0

4. Review of City of Presque Isle Marijuana Ordinance

Economic & Community Development Director Galen Weibley gave an overview of Maine state law regulating marijuana and the City's own marijuana ordinance in its current format. The review included an overhead presentation and handouts. He explained that state and local licensing are separate processes.

Medical and adult recreational marijuana is allowed under the City's ordinance in agricultural and commercial zones; prohibited in residential zones. Licenses are available for retail, cultivation, and manufacture. There is also a testing facility for marijuana products. Each license has its own application. He reviewed the application fee schedule. There is currently no limit in number of licensing type under state rules or the local ordinance.

He reviewed setback requirements from K-12 schools, daycares, preschools, churches, community centers and other marijuana businesses.

The City has a stringent policy in place to review applications. Licensees are subject to inspection and there are fines for violations. A license can be revoked for being out of compliance with state or local regulations. Licenses can covert from medical to adult recreation and vice versa. Licenses are non-transferrable. After a license is granted, licensee is still required to obtain an occupancy permit as part of the state application.

Mike Thibodeau, a lifelong Presque Isle resident residing at 68 Pine Street, addressed Councilors and raised concerns about potential negative consequences to the City in the longer term. He said the ordinance review provides an opportunity to put bandwidth on spread in the community, and on the recreational use side in particular.

He raised concerns about marijuana as a gateway drug and cited statistics from the experience of Colorado and other locales. The THC content of marijuana has increased to 20% and even 30% over time. Marijuana use by adolescents shows a disturbing growth trend.

In closing, he recommended changing the City's marijuana ordinance to place a cap on the number of adult recreational facilities allowed.

Meg Hegemann of 119 Dudley Street made recommendations to Councilors for changes to the marijuana ordinance that would strengthen protections for young people.

Retailers could be required to publicly display information about potential consequences of violating federal marijuana use laws; retailers could be required to disclose a list of risks and side effects of marijuana use based on science, similar to what is done with prescription drugs; Councilors should consider banning the sale of marijuana high potency oil products (i.e. 40%-80% THC).

Hearing no further comments, Chairman K. Freeman closed the public hearing at 6:50 PM.

#### 5. Review changes to Chapter 16, Land Use and Development

Galen Weibley discussed proposed changes to the City's land use code approved by the Planning Board. Highlighted items include new definitions, an Agri-entertainment use, updated sign standards, larger parking spaces and parking lot requirements, adding queuing lanes to prevent traffic from backing up on main streets, and rezoning airbase housing as Residential Office in order to offer more economic opportunities.

Jason Parent of Aroostook County Action Program with a business address of 1 Edgemont Drive spoke in support of the zoning changes. He talked about ACAP plans for development of their property. He also spoke about the need for more affordable housing in Presque Isle.

Hearing no further comments, Chairman K. Freeman closed the public hearing at 7:15 PM.

**BE IT RESOLVED** by Councilor M. Chasse, seconded by Councilor C. Green to adopt the proposed revisions to Chapter 16, Land Use and Development.

**Vote:** 7 – 0

#### 6. Approve changes to Taxi Cab Ordinance

City Manager Martin Puckett provided background for the submitted changes to the rate structure for taxi cab operators under the ordinance. Staff and a Councilor met with two local cab companies and developed the proposed changes based on their feedback.

Hearing no further comments, Chairman K. Freeman closed the public hearing at 7:25 PM.

**BE IT RESOLVED** by Councilor C. Green, seconded by Councilor M. Chasse to adopt the proposed changes to the Taxi Cab Ordinance.

Vote: 7 - 0

#### Officer Pinning Ceremony

The Presque Isle Police Department held a pinning ceremony to recognize officers for their service. Sergeant Chris Hayes was promoted to Assistant Chief. Officers Eric Depner, Dale Keegan, Ricky Pelletier, and Stephen St. Peter were promoted to rank of Corporal.

#### **Citizen Comments**

Chairman K. Freeman opened the hearing for any additional citizen comments at 7:46 PM; hearing none he closed the hearing at 7:46 PM.

#### **Consent Agenda**

- 7. Approve minutes from January 5, 2022
- 8. Approve 2021 Warrants #49, #50, #51, #52, #53 and 2022 Warrants #1 and #2 totaling \$2,179,238.43
- 9. Approve appointments to Presque Isle Utilities District Board
- 10. Approve Quit Claim deed
- 11. Drug Forfeiture

**BE IT RESOLVED** by Councilor C. Green, seconded by Councilor J. Willette to approve the consent agenda items as presented.

Vote: 7 - 0

#### **Old Business**

#### 12. Review of Enterprise Agreement

Josh Rondeau, Account Executive for Enterprise Fleet Management gave a presentation on the company's vehicle leasing program for municipalities.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to table the item until next meeting.

#### Vote: 4 - 3, Councilors C. Green, D. Cyr and J. Shaw opposed

#### 13. Goal Setting

The 2022 goal setting meeting was set on February 15, 2022.

#### **New Business**

#### 14. Student Intern

Kimberly Smith, Resource Development and Public Information Officer provided background information to Councilors about the origins of the City's municipal intern program, and introduced Jacob Bradley, student intern from UMPI. Following the introduction, Jacob spoke briefly to Councilors about his experience as a student intern with the City of Presque Isle.

#### 15. Approve 2021 Budget Actuals

Finance Director Brad Turner gave an overview of the City's finances based on preliminary results of operations for 2021. Expenses were \$21,829 below budget; revenues were \$552,330 above budget; the net was \$574,159 below budget overall.

Departmental overspending for 2021 is broken down as follows: Department of Economic Development/\$23,568; General Government/\$13,581; Library/\$994; Debt Service/\$326,895; Unclassified/\$271,356; and Information Technology/\$848.

**BE IT RESOLVED** by Councilor M. Chasse, seconded by Councilor J. Willette that the City of Presque Isle authorize departmental overspending for 2021 as presented.

**Vote:** 7 – 0

#### 16. Economic & Community Development 2021 Annual Report

DECD Director Galen Weibley gave a summary of activities within the City of Presque Isle for 2021 based on permit and licensing data.

#### 17. Upcoming grant opportunities

Kimberly Smith, Resource Development and Public Information Officer gave an overview of three grant opportunities that will be available to the City of Presque Isle in 2022.

**BE IT RESOLVED** by Councilor M. Chasse, seconded by Councilor J. Willette to authorize grant applications as presented.

#### Manager's Report

 City Manager Puckett gave a progress update on second floor construction at City Hall.

#### **Announcements**

- The following City board and committee vacancies are open: Zoning Board, Audit Committee, Down Town Revitalization Committee, and Library Board (alternate). Anyone interested in serving, should get in touch with the City Clerk or apply online at the City's website.
- The next regular scheduled City Council meeting will be on Wednesday, March 2, 2022 at 6:00 PM at the Sargent Community Center.

#### **Executive Sessions**

Councilor M. Chasse left the meeting at 8:30 PM.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to enter into Executive Session at 8:38 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss an Economic Development matter.

Vote: 6-0

Out of executive session at 8:58 PM.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to authorize the City Solicitor and City Manager to authorize a general credit enhancement agreement for Presque Isle Holdings LLC located at 732 Main Street.

#### Vote: 5-0-1, Councilor Cyr abstained

**BE IT RESOLVED** by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to enter into Executive Session at 8:58 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate.

Vote: 6-0

Out of executive session at 9:21 PM.

**BE IT RESOLVED** by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to approve the PIHA deed and PILOT agreement as presented.

Vote: 6-0

**BE IT RESOLVED** by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to enter into Executive Session at 9:21 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate.

**Vote: 6-0** 

Out of executive session at 9:31 PM.

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve the abatement for past taxes on account #1549.

#### Vote: 4-0-2, Councilor Freeman and Green abstained

**BE IT RESOLVED** by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to enter into Executive Session at 9:31 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate.

**Vote: 6-0** 

Out of executive session at 9:40 PM.

**BE IT RESOLVED** by Councilor C. Green, seconded by Councilor J. Willette to approve Harold Stewart III offer for 49 Griffin St.

Vote: 6-0

**BE IT RESOLVED** by Chairman K. Freeman seconded by Councilor C. Green to authorize the transfer of \$202,000 from the CARES Act fund to the market reserve fund for the Presque Isle International Airport.

Vote 6-0

#### Adjournment

**BE IT RESOLVED** by Chairman K. Freeman seconded by Councilor C. Green to adjourn at 9:50 PM.

Vote: 6 - 0

Attested by:	
J	Deborah Ouellette, Deputy City Clerk

## PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

		SUBJECT
CONSENT AGENDA:	2022 Warrants #3, #4 au totaling \$ 1,388,248.41	nd #5
		INFORMATION
1) Warrant #3 2) Warrant #4 3) Warrant #5	\$ 180,419.05 \$ 549,388.79 \$ 658,440.57	
	REQ	UESTED ACTION
BE IT RESOLVED by Councilor seconded by Councilor to approve 2022 Warrants #3, #4 and #5 totaling \$ 1,388,248.41		

## PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

	SUBJECT
• •	Amendment to Post Issuance nce Policy
	INFORMATION
1) Memorandum	
	REQUESTED ACTION
BE IT RESOLVED by Councilor Councilor	, seconded by to adopt the Amended Post



## City of Presque Isle, Maine

Finance Department From the desk of: **Bradley Turner** 

Email: bturner@presqueisleme.us

#### **MEMORANDUM**

TO:	City Council
FROM:	Bradley Turner, Finance Director
DATE:	February 9, 2022
RE:	Amendment to Post Issuance Compliance Policy

The City of Presque Isle has a policy regarding Post Issuance Compliance, whenever the City obtains funding in the amount of \$100,000 or more we must file Form 8038-G with the Internal Revenue Service. We must also disclose this information along with our annual financials (CAFR) to the Municipal Securities Rulemaking Board which is overseen by the Securities and Exchange Commission. This policy was passed in July of 2014 and has some updates to the original policy.

Suggested Motion: Mr. Chairman, I move that we adopt the Amended Post Issuance Compliance Policy as written.

#### **Enclosures**

\* Copy of Post Issuance Bond Compliance Policy

## **CITY OF PRESQUE ISLE**

## Post Issuance Compliance



Adopted by the City Council: July 7, 2014

Amended by the City Council: March 2, 2022

City Seal

Attest: Kim Finnemore, City Clerk

#### <u>CITY OF PRESQUE ISLE</u> POST ISSUANCE COMPLIANCE POLICY

The City of Presque Isle, Maine (the "City") issues tax-exempt bonds, notes, leases and other obligations ("Obligations") from time to time to finance various capital improvements. As an issuer of such tax-exempt bondsObligations, the City is required by the Internal Revenue Code of 1986, as amended, (the "Code") and regulations promulgated by the United States Treasury Department to take certain actions subsequent to the issuance of such bonds Obligations to ensure their continuing tax-exempt status of the bonds.

The City recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term of a bond issue, and is an integral component of the City's overall debt-management responsibilities. These requirements apply equally to capital leases. Accordingly, the implementation of these requirements will require on-going monitoring and consultation with Bond Counsel.

#### Issuance.

The <u>Trustees City Council</u> shall approve the terms and structure of <u>bonds Obligations</u> issued by the City. Such <u>bonds Obligations</u> shall be issued in accordance with United States Treasury Department Regulations, the Internal Revenue Code of 1986, as amended, State statutes and the City's Charter. Specific post-issuance compliance procedures are addressed below.

#### General Procedures.

The following guidelines will be used to monitor compliance with post-issuance requirements:

- 1. The City's Treasurer shall serve as the Compliance Officer and shall be the person primarily responsible for ensuring that the City successfully carries out its post-issuance responsibilities. The <u>Treasurer Compliance Officer</u> shall be assisted by the following persons or entities:
  - a. Bond Counsel
  - b. Financial Advisor
  - c. Paying Agent
  - d. Rebate Specialist

The <u>Treasurer Compliance Officer</u> shall be responsible for assigning post-issuance responsibilities to other staff, Bond Counsel, the Financial Advisor, the Paying Agent and the Rebate Specialist, and shall utilize such other professional services as are necessary to ensure compliance with all post-issuance requirements.

2. The <u>Treasurer Compliance Officer</u> shall verify that the following post-issuance actions have been taken on behalf of the City with respect to each issue of tax-exempt <u>bondsObligations</u>:

- a. Ensure that a full and complete record for the principal documents of each the issue has been completed by Bond Counsel and the Financial Advisor;
- b. Ensure that the Internal Revenue Service (IRS) forms 8038 are properly filed with the IRS by Bond Counsel within the time limits imposed by Section 149(e) of the Code;
- c. Account for the allocation of the proceeds of the tax-exempt bonds

  Obligations to expenditures as required by the Code;
- d. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditures of the issue proceeds;
- e. Identify proceeds of tax-exempt obligations. In consultation with Bond Counsel and the Financial Advisor, that are yield-restricted and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the bond yield to which such investments are restricted;
- f. Determine, in consultation with Bond Counsel and the Financial Advisor, whether the City is subject to the rebate requirements of Section 148(f) of the Code and related Treasury Regulations with respect to each issue of the City. The Treasurer shall contact a Rebate Specialist, as required, prior to the fifth anniversary of the date of issuance of each issue and each fifth anniversary thereafter until the obligation has matured to arrange for calculation of the rebate requirements, as needed, to be paid by the City. If any rebate is required to be paid to the IRS, the City Treasurer will file Form 8038-T, along with the required payment.
- g. Shall monitor the use of all financed facilities in order to determine whether private business uses of financed facilities have exceeded the de minimus limits set forth in Section 141(b) of the Code (generally a value or benefit equal to 10% of issue proceeds) that provide special legal entitlements to non-governmental persons.
- h. With the assistance of professional services as needed, shall ensure that any and all nonqualified bonds—Obligations are remediated according to the requirements of the Code and relevant regulations.
- 3. The <u>Treasurer Compliance Officer</u> shall collect and retain the following records with respect to each issue of tax-exempt <u>Oobligations</u> and with respect to the facilities financed with the proceeds of such Obligations:
  - a. Audited financial statements of the City;
  - b. Appraisals, surveys, feasibility studies, if any, with respect to the facilities to be financed with issue proceeds;
  - c. Trustee or Paying Agent statements;
  - d. Records of all investments and the gains (or losses) from such investments;
  - e. Expenditures reimbursed with the issue proceeds;
  - f. Allocation of issue proceeds to expenditures (including cost of issuance) and the dates and amounts of each expenditure (including requisitions, draw down schedules, invoices, bills and cancelled checks as related to each

- expenditure);
- g. Construction or renovation contracts for financed facilities or projects;
- h. Maintain an asset list of all tax-exempt financed depreciable property and sales of tax-exempt financed assets;
- i. Arbitrage rebate reports and records of rebate and yield reduction payments, if any;
- j. Orders, Resolutions and other actions, if any, adopted by the City subsequent to the date of issue of the obligations Obligations; and
- k. Relevant correspondence relating to such bondsObligations.

The records collected by the City shall be stored in any format deemed appropriate by the Treasurer Compliance Officer and shall be retained for a period equal to the life of the tax-exempt obligations, including the life of any obligations obligations issued to refund obligations, plus three (3) years.

- 4. Prior to the change in use, sale, lease, or rent of any bond-financed asset, the Compliance Officer shall be consulted in order to ensure compliance with applicable Code provisions and Treasury Regulations. In the event that an action is found to cause an issue to meet the private business tests or the private loan financing tests, the Compliance Officer and other necessary City officials, in consultation with Bond Counsel, may undertake the remedial action steps listed in 26 C.F.R. § 1.141-12.
- 5. In the event of a violation of the applicable rules for tax-exempt Obligations, the Compliance Officer, and other necessary City officials, in consultation with Bond Counsel, may participate in the Tax-Exempt Bonds Voluntary Closing Agreement Program in order to conclusively resolve the violation as expeditiously as possible.
- 6. In addition to its post-issuance compliance requirements under the Code and Treasury Regulations, the City has agreed to provide Continuing Disclosure, such as annual financial information and material event notices ("Continuing Disclosure Documents") as required pursuant to law, regulation, and/or such Continuing Disclosure Agreements ("CDAs") into which the City may enter. The City has also agreed to file such Continuing Disclosure Documents with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access System ("EMMA"). The continuing disclosure obligations are governed by the Continuing Disclosure Documents and by the terms of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended and officially interpreted from time to time.

Among its Continuing Disclosure obligations, the City shall undertake the following:

a. In connection with the offering by the City of any securities for sale on the public market, the Compliance Officer, with assistance from such other officers, employees, and agents of the City as necessary, shall review any relevant offering documents, including but not limited to: preliminary official statements, final official statements, or investor presentations ("Offering Documents"), to ensure the material facts in the Offering Documents appear to be consistent with those known to the City; and Offering Documents do not omit any material facts necessary to be

included to prevent the Offering Documents from being misleading to investors;

- b. Prior to posting of a final official statement, the City Council will review the same and only after their authorization shall the final official statement be posted;
- c. The Compliance Officer, with assistance from such other officers, employees, and agents of the City as necessary, shall be informed of and review financial information and operating data to be filed with the MSRB pursuant to the CDAs, including, but not limited to, annual audited financial information and annual operating data (the "Annual Filing"), as identified in documents offering the City's security obligations for sale;
- d. The Compliance Officer shall file the Annual Filing with the MSRB through EMMA by the deadline established by law, regulation, and/or the CDAs;
- e. The Compliance Officer shall maintain a list of events, which if material to investors, the City is required to provide notice of to the MSRB pursuant to law, regulation, and/or the CDAs ("Disclosure Event(s)"). Such Disclosure Events include, but are not limited to, failure to provide annual financial information on or before the date agreed to by the City; principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service; reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity; providers, or their failure to perform; adverse tax opinions or events affecting the tax status of the security; modifications to rights of security holders; bond calls and tender offers; defeasances; release, substitution or sale of property securing repayment of the securities; rating changes; bankruptcy, insolvency or receivership; merger, acquisition or sale of all issuer assets; appointment of successor trustee; or incurrence of a material financial obligation;
- f. Upon the occurrence of a Disclosure Event the Compliance Officer shall involve such other officers, employees, and agents of the City as necessary and shall: (1) assess the materiality of any Disclosure Event with the assistance of legal counsel and, if notice of the event must be given; (2) prepare an Event Notice giving notice of the event and file the same with EMMA;
- g. The Compliance Officer shall periodically review the City's websites to ensure that:

  (a) material third-party information is not linked or referred to without appropriate disclaimers, is not hyperlinked, and is not included unless the Compliance Officer has reason to believe that it is reliable, and identifies the source of the information;

  (b) dated material information is removed from the websites or moved to a clearly labeled archives page; (c) all material financial and operating data is presented as of a specific date with appropriate disclaimers as to the currency of the data; (d) no material forward-looking statements (projections, forecasts, etc.) are included unless they are based on reasonable assumptions and are accompanied by a description of the substantial risks to achieving the forecasted results; and (e) the

- material information presented is consistent with the knowledge of such persons and not internally inconsistent; and
- h. The Compliance Officer shall undertake periodic disclosure training, which shall address the requirements of federal and state securities laws and the CDAs, the meaning of "material," and the duties of such officers, employees, and agents under this Policy.

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

SUBJECT
CONSENT AGENDA: Approve Appointment to PI Downtown Revitalization Committee
INFORMATION
1) Matthew McGinley's Application
REQUESTED ACTION
BE IT RESOLVED by Councilor, seconded by Councilor to appoint Matthew McGinley to the Presque Isle Downtown Revitalization Committee.



### Application for Appointment to City Board/Commission/Committee

Full Name: Matthew Ryan McGinley			
Street Address: 415 Main Street, Suite #2, Presque	e Isle, ME 04769		
Mailing Address (if different):			
Telephone Number: 206-234-4180	_(daytime)	206-234-4180	(evening)
Mobile Phone Number: 206-234-4180			
E-mail Address: matthew.ryan@royalleafpot.com	l		
Length of time as a Presque Isle Resident:	months		
I wish to be consider for appointment to: Do	owntown Rev	italization Committee	
(Name of Bo	oard/Commiss	ion/Committee)	
Check one or both: Full Membersh	nip Status	Associate Mem	ber Status
Educational Background: Graduated	UMO in	1997	
Employment History: RIVERS WES	ST Appar	el, Inc Seattle	[2001-2020]
Royal Leaf Apothecary - Pr	esque Is	le [2022]	
Community Service:			
Please note any prior experience, knowledge activities of the Board/Commission/Committ			
Date: 02/14/2022 Signatu	ıre:		

Thank you for your interest in serving the City of Presque Isle.

PLEASE RETURN FORM TO:

## PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

	SUBJECT
CONSENT AGENDA: MDOT (	Overlimit Permit
	INFORMATION
1) Memo from Dana Fow 2) MDOT Request	ler, dated February 16, 2022
	REQUESTED ACTION
Councilor to a Maine Department of Tra	or, seconded by approve the agreement with the nsportation authorizing overlimit ruction projects in Presque Isle in



## City of Presque Isle, Maine

The Department of Public Services

#### Dana H. Fowler, P.E.

Email: dfowler@presqueisleme.us

#### **MEMORANDUM**

TO:	City Council and City Manager Martin Puckett		
FROM:	Dana H. Fowler, P.E., Director of Public Services		
DATE:	February 16, 2022		
RE:	Agenda Item: MDOT Construction Overlimit Permit		

The Maine Department of Transportation (MDOT) has requested that the City approve an agreement with them to permit overweight construction equipment to pass over municipal ways. MDOT has made this request regarding one proposed project in Presque Isle, which is the paving of the Mapleton Road SR163 from the Mapleton town line to the State Street 5-way intersection.

It is standard practice for MDOT to obtain an agreement on an annual basis with the municipality in which the project is located to allow for overweight vehicles operated by MDOT and the MDOT's contractor over municipal roadways to have access to the work area.

It is recommended that the City Council approve the agreement.

RECOMMENDATION		
Be it resolved by	and seconded by	to approve
the agreement with the Maine Depa	rtment of Transportation authorizing over	limit permits for
proposed construction projects in P	resque Isle in 2022.	•

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION 16 STATE HOUSE STATION AUGUSTA, MAINE 04333-0016



lanet T. Milli soveniscis

Bruce A Van Note

2/3/2022

Martin Puckett, City Manager Re: City of Presque Isle 12 Second Street Presque Isle, ME 04769

Subject: Ultra-Thin Bonded Wearing Course

**Project No.: 2575500** 

Location: Mapleton & Presque Isle

Roadway: State Route 163

Dear Mr. Puckett:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers." In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougali, P.E. Contracts & Specifications Engineer Bureau of Project Development

Jan Walnes

### Please return this AGREEMENT, when completed, to:

Maine Department of Transportation ATTN.: George Macdougall, Contracts & Specifications Engineer #16 State House Station, Child Street Augusta, Maine 04333-0016

> Project No.: 2575500 Location: Presque Isle

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the City of Presque Isle agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

By the Municipal Officials					
		***************************************	***************************************		
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			*		

CITY OF DEPOSITE FOR E

#### SPECIAL PROVISION 105 CONSTRUCTION AREA

**Construction Areas** located in the City of Presque Isle and the Town of Mapleton have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Aroostook County:

**Project 2575500** is located on Route 163 beginning 0.29 miles East of the Castle Hill Town Line and extending East 7.35 miles, and beginning at Route 163 and extending East 0.03 miles to Dyer Street.

Per 29-A § 2382 (7) MRSA, the MDOT may "issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

- A. Must be procured from the municipal officers for a construction area within that municipality:
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
  - (1) Withholding by the agency contracting the work of final payment under contract; or
  - (2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
- D. For construction areas, carries no fee and does not come within the scope of this section."

The Municipal Officers for the City of Presque Isle and the Town of Mapleton agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the "Construction Area."

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# GENERAL GUIDANCE CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with Construction Permits involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit "for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation". According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

## By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

#### **Frequently Asked Questions:**

#### A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

## B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

## C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

#### D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

#### E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer ) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

#### F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

#### G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

#### H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

#### I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

#### Additional tips:

<u>False Information</u> - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

<u>Proper Registration</u> - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

## PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

	SUBJECT
NEW BUSINESS: Aroostook Agency on Aging	g Support Letter
	INFORMATION
1) Memorandum 2) Proposed Letter of Support	
REQ	UESTED ACTION
BE IT RESOLVED by Councilor to approve supp grant.	



#### The Office of the City Manager

#### **Martin Puckett**

Email: mpuckett@presqueisleme.us

#### **MEMORANDUM**

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	February 23, 2022
RE:	Support Letter

Joy Barresi Saucier, Executive Director od the Aroostook Agency on Aging requested a letter of support to apply for a USDA loan. I have included a letter for your consideration. A description of the project and services is detailed below.

The Aroostook Agency on Aging was incorporated in 1973 with the mission of improving the quality of life, maximizing the independence, and promoting the well-being of older people in Northern Maine. In Aroostook in the last fiscal year (2020-2021), the agency provided over 237,994 units of direct service to 7,045 residents of Aroostook County. These services included: 123,008 home delivered meals; monthly Commodity Food distribution to 1,585 residents; 66,703 hours of Eldercare service; and 16,282 responses to request for information and assistance. In addition, the Agency provided comprehensive case management, counseling, education and support services to many older adults and caregivers who are facing challenging life situations. The Agency current leases Suite B (7,800 sq ft) at 260 Main Street in Presque Isle where its main office is located. In addition, the Agency owns a small building at 33 Davis Street in Presque Isle, for its Adult Day and Nutrition Services programs.

The Aroostook Agency on Aging recently decided to purchase the building/land that houses its Main Office at 248-260 Main Street, Presque Isle, Maine. In addition to purchasing the building/land, the Agency will improve the property through the following capital projects within the first year of ownership: upgrades to Suites A1 and B to improve usability of the space, HVAC modernization, roof repairs, and parking lot upgrades. The building will continue to house the Main Office of the Agency, as well as provide five other leasable suites to be used by the Agency or other businesses. Preference will be given to non-profits, with no more than 25% of the building housing for-profit entities at any one time per USDA Community Facilities guidelines.

The purchase of the building will allow the Agency to strengthen its capacity to provide service by increasing financial equity, mitigating potential displacement, increasing visibility, and allowing for organizational growth.

The Agency serves older people, those with disabilities, and their caregivers living in Aroostook County, Maine. Per the US Census of 2020, 67,105 people live in Aroostook County, of which 24.9% (16,687 individuals) are over the age of 65 years and 16.5% (8,304 individuals) under the age of 65 have a disability. The median age in Aroostook is 48.7 years, as compared to 45.1 years in the State of Maine and 38.5 years nationally.



## City of Presque Isle, Maine

The Office of City Manager

#### **Martin Puckett**

Email: mpuckett@presqueisleme.us

February 23, 2022

USDA Rural Development Attn: Cheryl Pelletier 735 Main Street Suite 1 Presque Isle, ME 04769

Dear Ms. Pelletier:

I am writing in support of the Aroostook Agency on Aging's application for federal funding to assist with financing the purchase of the building and land at 248-260 Main Street, Presque Isle. This site serves as their main office serving citizens from all Aroostook County communities, including Presque Isle.

The Aroostook Agency on Aging was incorporated in 1973 with the mission of improving the quality of life, maximizing the independence, and promoting the well-being of older people in Northern Maine. The agency is a 501c(3) charitable corporation and serves over 6,000 individuals each year.

The Presque Isle City Council recognizes the need for services provided by the Agency and understands that this project will build the Agency's capacity to serve our region; they are in full support of this project.

Receiving financing through this federal program will make this project possible and will greatly benefit the people of all communities of Aroostook County.

Please contact me if I can provide additional information.

Sincerely,

Martin Puckett City Manager

# PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

## **AGENDA ITEM #** 8

SUBJECT
PUBLIC HEARING: Review of Enterprise Agreement
INFORMATION
<ol> <li>Memorandum</li> <li>Fleet Synopsis</li> <li>Master Equity Lease Agreement</li> <li>Presentation</li> <li>Amendment to Master Equity Lease Agreement</li> <li>Maintenance Management and Fleet Rental Agreement</li> <li>Maintenance Agreement</li> <li>ACH Authorization Agreement</li> <li>Consignment Auction Agreement</li> <li>Credit Application</li> </ol>
REQUESTED ACTION
BE IT RESOLVED by Councilor, seconded by Councilor to authorize the City Manager to sign Enterprise Agreement.



## The Office of the City Manager

#### **Martin Puckett**

Email: mpuckett@presqueisleme.us

#### **MEMORANDUM**

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	February 22, 2022
RE:	Enterprise Agreement

Staff has been evaluating the Fleet Management program since last September. Through multiple meetings and conversations, we do believe the program will work for the city. There are multiple benefits to a fleet and lease management system that we have discussed at the past meeting including:

- Cash Flow Utilizing lease options spreads acquisition budget across multiple new vehicles, while lowering operational expenses creating sustainable, fixed and predictable budget, which remains stable, or decreases as program matures.
- **Disciplined cycling strategy and resale power** Selling vehicles on a predetermined cycling plan resulting in reduction of maintenance issues, increase in fuel economy, higher resale value and consistently refreshed fleet.
- Maintenance support Maintenance program fixes and budgets all scheduled and non-scheduled services and repairs, preventing unexpected and potentially large expenditures. Our maintenance management program provides the same support, billing and oversight on city owned vehicles. All maintenance records through the program are tracked through our client website to keep both city owned and leased vehicles.

While the program is new to Maine, there are municipalities in surrounding states that are enrolled and have shared positive experiences with Enterprise.

If council is comfortable with the terms of the program, I believe we are ready to move forward with the program. A motion would be needed to authorize the city manager to sign associated paperwork for the Enterprise maintenance and fleet agreement.





Josh Rondeau FLEET CONSULTANT

508-654-6491

PHONE

joshua.b.rondeau@efleets.com EMAIL



## FLEET SYNOPSIS | CITY OF PRESQUE ISLE

## **THE SITUATION**

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

- 30% of the light and medium duty fleet is currently 10 years or older
- 54% of the light and medium duty fleet is currently 6 years or older
- 7.1 years is the current average age of the fleet
- 9.43 years time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.
- PD Department is behind in filling needs for take-home patrol car program

## **THE OBJECTIVES**

# Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$379,272 in 10 years

- Shorten the current vehicle life cycle from 9.43 years to 4 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up capital from the salvage of 6 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$51.67 vs. current \$95
- 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:
  - 4 vehicles predate Anti-Lock Brake standardization (2007)
  - o 10 vehicles predate Electronic Stability Control standardization (2012)
    - ESC is the most significant safety invention since the seatbelt
  - 19 vehicles predate standardization of back up camera (2018)



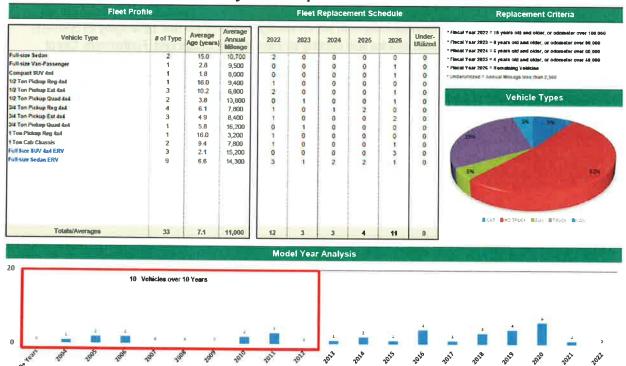
## **THE RESULTS**

By partnering with Enterprise Fleet Management, City of Presque Isle 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 Presque Isle will reduce fuel costs by at least 20% and reduce maintenance costs from \$95 on average to \$51.67 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Presque Isle will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 117% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Presque Isle will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$59,489.

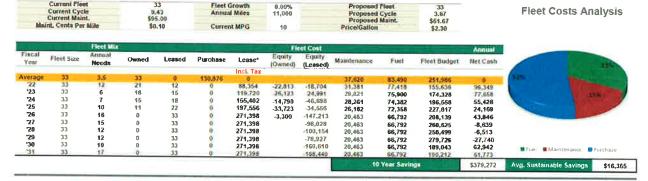


# FLEET PLANNING ANALYSIS | CITY OF PRESQUE ISLE

### City of Presque Isle - Fleet Profile



## City of Presque Isle - Fleet Planning Analysis





YEAR	2022	2023	2024	2025	2026	Under US
QTY	12	3	3	4	11	0
Est \$	\$1,901	\$8,708	\$4,930	\$8,431	\$300	\$0
TOTAL	522 843	\$25,123	244 700	\$33,723	AT 700	0.0

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

10/8/2021

#### **KEY OBJECTIVES**

Lower average age of the fleet 30% of the current light and medium duty feet is over 10 years old.

Reduce operating costs
Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Currently vehicle budget is underfunded



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





# Year 1 Replacement & Additonal Units

# FLEET MANAGEMENT

				Monthly Lease	ase			
Replacement or New	VIN replacing	Descriptor	Replacement YMMS	Payment	Term	AM \$ Down Quote #	own Q	note #
New		Code	2022 Ford S Escape Hybrid	<b>⊹</b>	\$690.56	24	0	0 6095624
Replacement	1FAFP53234A176806	Gen Govt	2022 Ford S Escape Hybrid	❖	\$690.56	24	0	
Replacement	1FTVF14526NB74258	PD/Animal Control	2022 Ram 1500 Classic Reg Cab	-	\$797.00	24	0	6223951
New		Parks & Rec	2022 Ram 1500 Classic Crew Cab	₩.	\$840.81	12	0	6076948
Replacement	2B3AA4CV7AH208018	PD Patrol	2022 Ford Utility Interceptor Base	Ş	\$822.34	9 09	8859	6083719
Replacement	2C3CDXKT3EH319837	PD Patrol	2022 Ford Utility Interceptor Base	Ş	\$822.34	09	6588	
Replacement	1FAHP2MK2EG124104	PD Patrol	2022 Ford Utility Interceptor Base	\$	\$822.34	09	6588	
Replacement	2B3CL1CG9BH556536	PD Patrol	2022 Ford Utility Interceptor Base	\$	\$822.34	9 09	6588	
New		PD Patrol	2022 Ford Utility Interceptor Base	\$	\$822.34	09	6588	
New		PD Patrol	2022 Ford Utility Interceptor Base	\$	\$822.34	09	6588	
New		PD Chief	2022 Ford Utility Interceptor Base	\$	\$714.99	09	5303	6222717
			Total Monthly Payment: Total Annual:	\$1	\$8,667.96 \$104,015.52			

\$148,846.52 \$44,831.00 Initial Aftermarket Down Payment: **Total Cost** 

		202	2022 Lease/Reserve Summary	mmary
Dept	Monthly Lease	Annual Lease	Reserve Balance	Notes
Police	\$5,649.03	\$67,788.36	\$142,495.81	\$142,495.81 *Maint Not Avail for Cruisers, 1 time pmt of \$44,831
Animal Control - PD	\$797.00	\$9,564.00		to outfit 7 cruisers
Fire	\$0.00	\$0.00	\$40,000.00	
Gen'l Gov't	\$690.56	\$8,286.72	\$0.00	
Rec & Parks	\$840.81	\$10,089.72	\$35,000.00	
Public Works	\$0.00	\$0.00	\$68,000.00	
DECD	\$690.56	\$8,286.72	\$18,750.00	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IN COLUM
TOTALS:	\$8,667.96	\$104,015.52	\$304,245.81	

		Historical Reserve	Historical Reserve Summary - Vehicle Replacement	Replacement	
Dept	2021	2020	2019	2018	
Police	\$50,400.00	\$69,000.00	\$34,500.00	\$62,000.00	
Fire	\$0.00		\$30,000.00	\$12,000.00	
Gen'l Gov't	\$0.00	\$10,000.00	\$15,000.00		
Industrial Council			\$21,500.00		
Rec & Parks	\$70,000.00	\$30,000.00			
Public Works	\$45,000.00			\$25,000.00	
DECD	\$6,250.00				
TOTALS:	\$173,671.00	\$111,020.00	\$103,019.00	\$101,018.00	

## CASE STUDY | CITY OF PRESQUE ISLE

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: Total vehicles: Government 90 vehicles

#### THE CHALLENGE

Half 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.

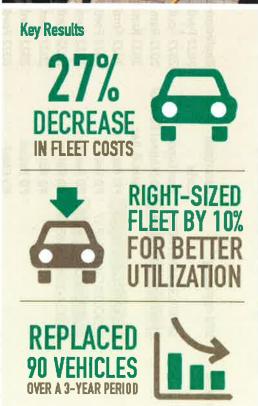
#### THE RESULTS

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.

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## PROGRAM RESOURCES | CITY OF PRESQUE ISLE

## **SAFETY**

- 30% 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**

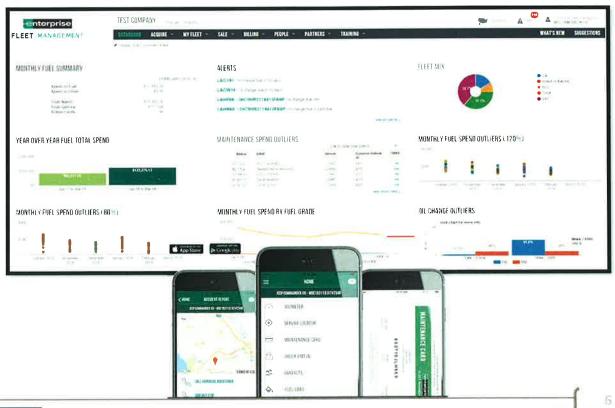
The City of Presque Isle will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis this will include most cost-effective vehicle makes/models, cents per mile, total cost
  of ownership, and replacement analysis.

## **TECHNOLOGY**

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

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



# REFERENCES | CITY OF PRESQUE ISLE

## **CURRENT PARTNERS**

- Town of Newton, MA
- Town of Acton, MA
- Town of Coventry, RI
- Town of Coventry Schools
- City of Manchester NH Housing
- Providence, RI Housing
- UMASS School systme

Bridgewater State University





#### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this	day of	, by and between Enterprise FM Trust, a Delaware statutory trus
("Lessor"), and the lessee whose name and address is set for	orth on the sign:	ature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, 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:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, 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").

Initials:	FFM	Customer

- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

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

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

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

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, 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 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, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

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

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

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

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

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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: 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.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement wit

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. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. 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

Initiale: EEM	Cuctomor

Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

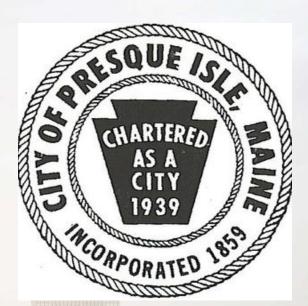
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

		LESSOR:	Enterprise FM Trust
LESSEE:		Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature:	
Ву:		Ву:	
Title:		Title:	
Address:		Address:	
_			
Date Signed:		Date Signed	d:

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



# **FLEET MANAGEMENT**







EHI

EFM

VEHICLE EXPENSES

OPERATING EXPENSES

TOOLS & TECHNOLOGY

**INDUSTRY** 

Vehicles

References





13 vehicle PD fleet

## 40 vehicle mixed municipal fleet













"The partnership with Enterprise Fleet Management has allowed St. Lawrence County to replace a significant portion of the fleet in times when the amount of available capital for expenditures has diminished. Enterprise provided data for estimated fuel, repairs and overall cost of ownership which provided the information needed for the Legislature to make an informed decision."

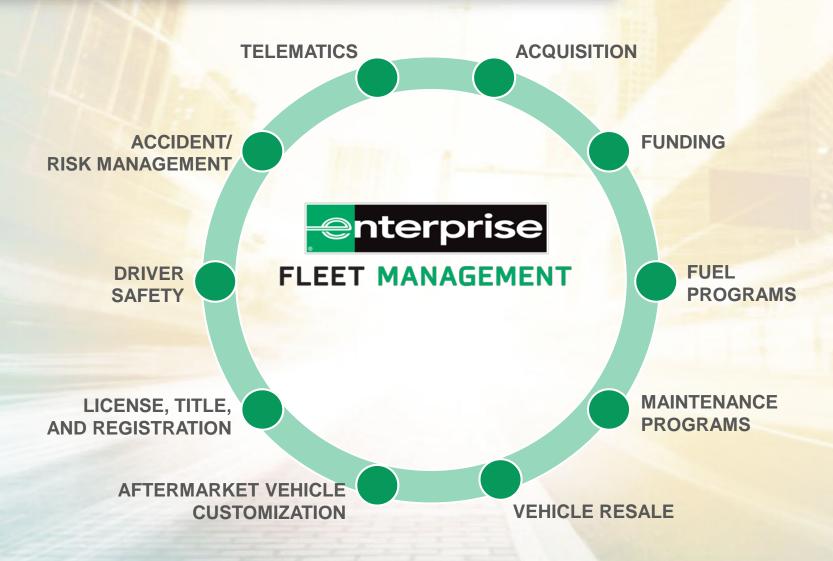
DONALD R. CHAMBERS, ST. LAWRENCE COUNTY SUPERINTENDENT OF HIGHWAYS



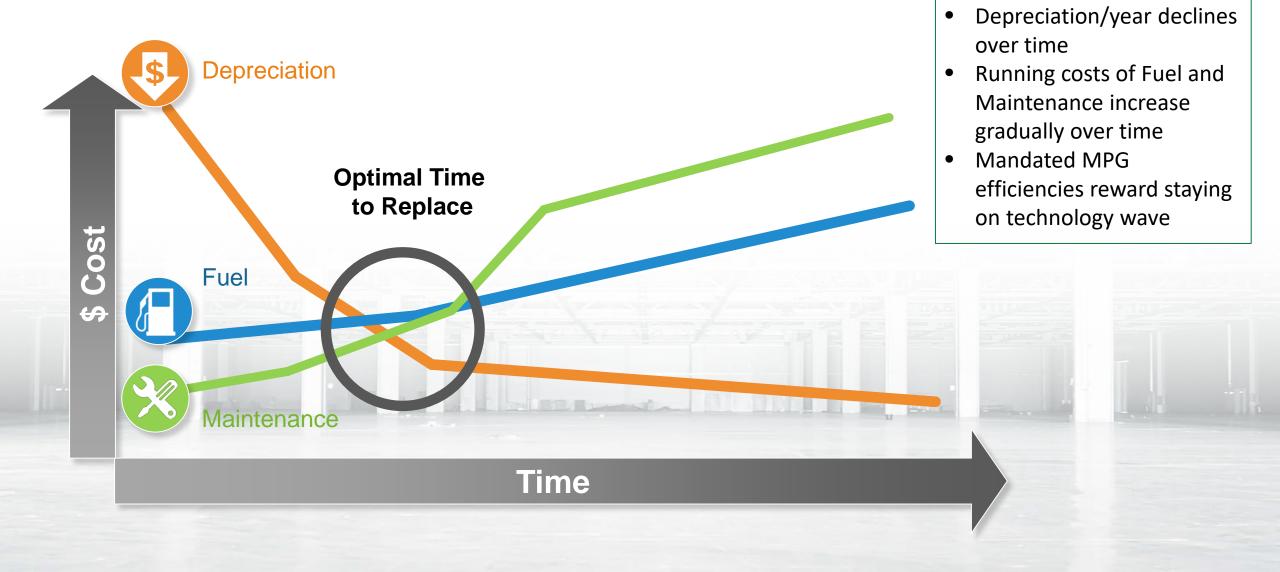


# TOTAL COST OF OWNERSHIP





# EFFECTIVE VEHICLE LIFECYCLE



**Key Observations** 



EHI

**FUNDING MODEL - EQUITY LEASE** 

EFM

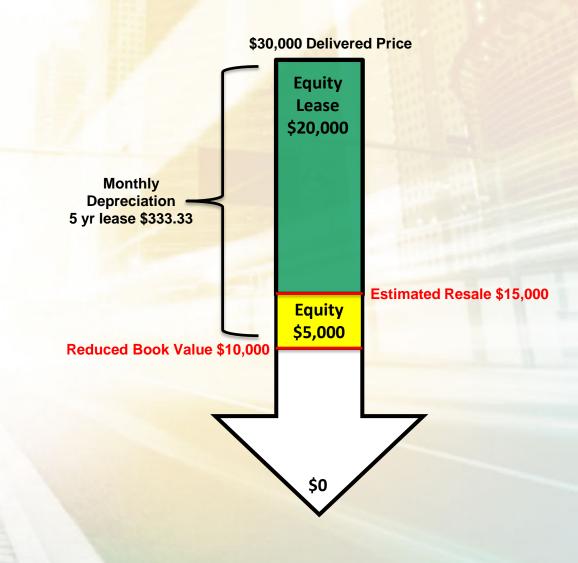
VEHICLE EXPENSES

**OPERATING EXPENSES** 

**TOOLS & TECHNOLOGY** 

**INDUSTRY** 

- Improve cash flow
- No mileage restrictions or wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership





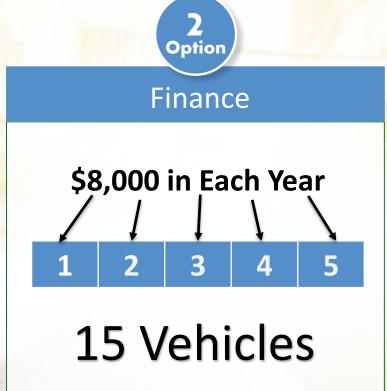


# **FUNDING**



# \$40,000 Pickup Truck







If you had a \$120,000 annual fleet budget, how many vehicles could you acquire?

# CITY OF PRESQUE ISLE – FLEET REPLACEMENT SCHEDULE



## City of Presque Isle - Fleet Profile

Fleet Profi			Fleet	Replace	nent Scl	hedule	Replacement Criteria			
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under- Utilized	* Fiscal Year 2022 = 10 years old and older, or odometer over 100,000  * Fiscal Year 2023 = 8 years old and older, or odometer over 80,000  * Fiscal Year 2024 = 6 years old and older, or odometer over 60,000
Full-size Sedan	2	15.0	10,700	2	0	0	0	0	0	* Fiscal Year 2025 = 4 years old and older, or odometer over 40,000
Full-size Van-Passenger	1	2.8	9,500	0	0	0	0	1	0	* Fiscal Year 2026 = Remaining Vehicles
Compact SUV 4x4	1	1.8	8,000	0	0	0	0	1	0	* Underutilized = Annual Mileage less than 2,500
1/2 Ton Pickup Reg 4x4	1	16.0	9,400	1	0	0	0	0	0	
1/2 Ton Pickup Ext 4x4	3	10.2	6,800	2	0	0	0	1	0	Vehicle Types
1/2 Ton Pickup Quad 4x4	2	3.8	13,800	0	1	0	0	1	0	venicie Types
3/4 Ton Pickup Reg 4x4	4	6.1	7,800	1	0	1	2	0	0	
3/4 Ton Pickup Ext 4x4	3	4.9	8,400	1	0	0	0	2	0	5% 9%
3/4 Ton Pickup Quad 4x4	1	5.8	16,200	0	1	0	0	0	0	
1 Ton Pickup Reg 4x4	1	16.0	3,200	1	0	0	0	0	0	29%
1 Ton Cab Chassis	2	9.4	7,800	1	0	0	0	1	0	
Full Size SUV 4x4 ERV	3	2.1	15,200	0	0	0	0	3	0	
Full-size Sedan ERV	9	6.6	14,300	3	1	2	2	1	0	596 52%
										THE THOUSE MANY MANY
Totals/Averages	33	7.1	11,000	12	3	3	4	11	0	



# CITY OF PRESQUE ISLE – FLEET REPLACEMENT SCHEDULE



33		Contract								
Qty.	Vehicle Type	Year	Make	Model	Description	(X) 4x4	Term	Annual Miles	AM\$	Dep. %
2	Full-size Sedan	2021	Dodge	Charger	LDDM48-SXT 4dr Rear-wheel Drive Sedan		60	10,700	(#)	1.35%
ı	Full-size Van-Passenger	2021	Chevrolet	Express 2500 Passenger Van	CG23406-LS Rear-wheel Drive Passenger V		60	9,500	3,000	1.35%
<u>.</u>	Mid Size SUV 4x4	2021	Chevrolet	<u>Traverse</u>	1NV56-LS w/1LS All-wheel Drive	X	12	8,000	123	1.35%
ĺ	1/2 Ton Pickup Reg 4x4	2021	Ford	F-150 Regular Cab	F1E-XL 4x4 Regular Cab Styleside 6.5 ft. box	X	12	9,400	1,500	1.35%
ı	1/2 Ton Pickup Ext 4x4	2021	Ford	F-150 Super Cab	X1E-XL 4x4 SuperCab Styleside 6.5 ft. box 1	X	12	6,800	1,500	1.35%
	1/2 Ton Pickup Quad 4x4	2021	Ford	F-150 Crew Cab	W1E-XL 4x4 SuperCrew Cab Styleside 5.5 ft	X	12	13,800	1,500	1.35%
	3/4 Ton Pickup Reg 4x4	2021	Ford	F-250 Regular Cab	F2B-XL 4x4 SD Regular Cab 8 ft. box 142 in.	X	36	7,800	2,500	1.35%
	3/4 Ton Pickup Ext 4x4	2021	Ford	F-250 Super Cab	X2B-XL 4x4 SD Super Cab 6.75 ft. box 148 in	x	36	8,400	2,500	1.35%
	3/4 Ton Pickup Quad 4x4	2021	Ford	F-250 Crew Cab	W2B-XL 4x4 SD Crew Cab 6.75 ft. box 160 in	X	36	16,200	2,500	1.35%
	1 Ton Pickup Reg 4x4	2021	Ford	F-350 Regular Cab	F3B-XL 4x4 SD Regular Cab 8 ft. box 142 in.	x	60	3,200	2,500	1.35%
2	1 Ton Cab Chassis	2021	Ford	F-350 Chassis Regular Cab	F3E-XL 4x2 SD Regular Cab 145 in. WB SRW		60	7,800	2,500	1.35%
1	Full Size SUV 4x4	2021	Chevrolet	Tahoe	CK10706-Police Vehicle 4x4	X	60	15,200	11,000	1.67%
9	Mid Size SUV 4x4	2021	Ford	Police Interceptor Utility	K8A-Base All-wheel Drive	x	60	14,300	8,500	1.67%

## **10 YEAR ANALYSIS**



## City of Presque Isle - Fleet Planning Analysis

Current Fleet	33	Fleet Growth	0.00%	Proposed Fleet	33
Current Cycle	9.43	Annual Miles	11,000	Proposed Cycle	3.67
Current Maint.	\$95.00			Proposed Maint.	\$51.67
Maint. Cents Per Mile	\$0.10	Current MPG	10	Price/Gallon	\$2.30

Fleet Costs Analysis

		Fleet Mix					Fle	et Cost				Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
						Incl. Tax						
Average	33	3.5	33	( 0 )	(130,876)	0		<	37,620	83,490	251,986	0
'22	33	12	21	12	0	88,354	-22,813	-18,704	31,381	77,418	155,636	96,349
'23	33	6	18	15	0	119,720	-26,123	-24,991	29,821	75,900	174,328	77,658
'24	33	7	15	18	0	155,402	-14,790	-46,698	28,261	74,382	196,558	55,428
'25	33	10	11	22	0	197,556	-33,723	-34,556	26,182	72,358	227,817	24,169
'26	33	16	0	33	0	271,398	-3,300	-147,213	20,463	66,792	208,139	43,846
'27	33	15	0	33	0	271,398		-98,028	20,463	66,792	260,625	-8,639
'28	33	12	0	33	0	271,398		-100,154	20,463	66,792	258,499	-6,513
'29	33	12	0	33	0	271,398		-78,927	20,463	66,792	279,726	-27,740
'30	33	10	0	33	0	271,398		-169,610	20,463	66,792	189,043	62,942
'31	33	17	0	33	0	271,398		-168,440	20,463	66,792	190,212	61,773
										10 Year Savino	ıs	\$379,272

**Current Fleet Equity Analysis** 

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	12	3	3	4	11	0
Est \$	\$1,901	\$8,708	\$4,930	\$8,431	\$300	\$0
TOTAL	\$22,813	\$26,123	\$14,790	\$33,723	\$3,300	\$0
		Estimate	ed Current Fl	\$10	0,748	

<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

30% of the current light and medium duty fleet is over 10 years old Resale of the aging fleet is significantly reduced

#### Reduce operating costs

Newer vehicles have a significantly lower maintenance expense Newer vehicles have increased fuel efficiency with new technology implementations

#### Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets Currently vehicle budget is underfunded



\$16,365

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

# CITY OF PRESQUE ISLE – FLEET REPLACEMENT SCHEDULE



## **City of Presque Isle Replacement Worksheet**

<u> </u>		isic replacen		7 KOII (						
Vehicle #	VIN	Department	Year	Make	Model	Current Odometer	Assigned Category		New Replacement Category	Notes
123	1GBJC34U15E289611	City of Pregsue Isle	2005	Chevrolet	Silverado 3500 Chassis	155,000	1 Ton Cab Chassis	2022	1 Ton Cab Chassis	Rec and Parks
123	1GCJK34D36E152492	City of Pregsue Isle	2006		Silverado 3500	51,000	1 Ton Pickup Reg 4x4	2022	1 Ton Pickup Reg 4x4	Rec and Parks
123	2GCEK19B351105332	City of Pregsue Isle	2005	Chevrolet	Silverado 1500	83,304	1/2 Ton Pickup Ext 4x4	2022	1/2 Ton Pickup Ext 4x4	Airport
123	1FTEW1E87AFC11526	City of Preqsue Isle	2010	Ford	F-150	101,763	1/2 Ton Pickup Ext 4x4	2022	1/2 Ton Pickup Ext 4x4	Fire
123	1FTVF14526NB74258	City of Preqsue Isle	2006	Ford	F-150	150,000	1/2 Ton Pickup Reg 4x4	2022	1/2 Ton Pickup Reg 4x4	PD
123	1GT22ZCG8BZ412682	City of Preqsue Isle	2011	GMC	Sierra 2500HD	123,206	3/4 Ton Pickup Ext 4x4	2022	3/4 Ton Pickup Ext 4x4	Public Works
123	1GC0KVCG1BZ322256	City of Preqsue Isle	2011	Chevrolet	Silverado 2500HD	137,664	3/4 Ton Pickup Reg 4x4	2022	3/4 Ton Pickup Reg 4x4	Airport
123	1FAFP53234A176806	City of Preqsue Isle	2004	Ford	Taurus	83,000	Full-size Sedan	2022	Full-size Sedan	General Govt
123	2B3AA4CV7AH208018	City of Preqsue Isle	2010	Dodge	Charger	200,000	Full-size Sedan	2022	Full-size Sedan	PD
123	2C3CDXKT3EH319837	City of Preqsue Isle	2014	Dodge	Charger	180,000	Full-size Sedan ERV	2022	Full-size Sedan ERV	PD
123	1FAHP2MK2EG124104	City of Preqsue Isle	2014	Ford	Sedan Police Interceptor	180,000	Full-size Sedan ERV	2022	Full-size Sedan ERV	PD
123	2B3CL1CG9BH556536	City of Preqsue Isle	2011	Dodge	Charger	200,000	Full-size Sedan ERV	2022	Full-size Sedan ERV	PD
123	1C6RR7XT5GS137303	City of Preqsue Isle	2016	RAM	1500	100,000	1/2 Ton Pickup Quad 4x4	2023	1/2 Ton Pickup Quad 4x4	
123	1FT7W2BT4GEC66005	City of Preqsue Isle	2016	Ford	F-250	94,467	3/4 Ton Pickup Quad 4x4	2023	3/4 Ton Pickup Quad 4x4	
123	1FAHP2M89DG139072	City of Preqsue Isle	2013	Ford	Sedan Police Interceptor	80,000	Full-size Sedan ERV	2023	Full-size Sedan ERV	
123	1GC0KVEG5GZ203548	City of Preqsue Isle	2016	Chevrolet	Silverado 2500HD	41,000	3/4 Ton Pickup Reg 4x4	2024	3/4 Ton Pickup Reg 4x4	
123	2C3CDXKT9GH211726	City of Preqsue Isle	2016	Dodge	Charger	50,000	Full-size Sedan ERV	2024	Full-size Sedan ERV	
123	1FAHP2MK2FG109216	City of Preqsue Isle	2015	Ford	Sedan Police Interceptor	80,000	Full-size Sedan ERV	2024	Full-size Sedan ERV	
123	1GC0KUEG8JZ313608	City of Preqsue Isle	2018	Chevrolet	Silverado 2500HD	18,079	3/4 Ton Pickup Reg 4x4	2025	3/4 Ton Pickup Reg 4x4	
123	1GC0KUEG3JZ307182	City of Preqsue Isle	2018	Chevrolet	Silverado 2500HD	25,940	3/4 Ton Pickup Reg 4x4	2025	3/4 Ton Pickup Reg 4x4	
123	2C3CDXKT8JH325983	City of Preqsue Isle	2018	Dodge	Charger	46,000	Full-size Sedan ERV	2025	Full-size Sedan ERV	
123	2C3CDXKT3HH621424	City of Preqsue Isle	2017	Dodge	Charger	50,000	Full-size Sedan ERV	2025	Full-size Sedan ERV	
123	1GB3WRE7XLF342003	City of Preqsue Isle	2020	Chevrolet	Silverado 3500HD Chassis	4,000	1 Ton Cab Chassis	2026	1 Ton Cab Chassis	
123	1GCRYAEF0LZ300866	City of Preqsue Isle	2020	Chevrolet	Silverado 1500	2,875	1/2 Ton Pickup Ext 4x4	2026	1/2 Ton Pickup Ext 4x4	
123	1FTEW1E52LFB96135	City of Preqsue Isle	2020	Ford	F-150	11,439	1/2 Ton Pickup Quad 4x4	2026	1/2 Ton Pickup Quad 4x4	
123	2GC2KREG2K1197581	City of Preqsue Isle	2019	Chevrolet	Silverado 2500HD	9,007	3/4 Ton Pickup Ext 4x4	2026	3/4 Ton Pickup Ext 4x4	
123	1GC5YME7XMF123450	City of Preqsue Isle	2021	Chevrolet	Silverado 2500HD	9,319	3/4 Ton Pickup Ext 4x4	2026	3/4 Ton Pickup Ext 4x4	
123	JA4AT4AA8LZ009534	City of Preqsue Isle	2020	Mitsubishi	Eclipse Cross	13,250	Compact SUV 4x4	2026	Compact SUV 4x4	
123	1C4RDJFG5LC309083	City of Preqsue Isle	2020	Dodge	Durango	25,000	Full Size SUV 4x4 ERV	2026	Full Size SUV 4x4 ERV	
123	1C4RDJFG7KC711279	City of Preqsue Isle	2019	Dodge	Durango	30,888	Full Size SUV 4x4 ERV	2026	Full Size SUV 4x4 ERV	
123	1C4RDJFG7LC309084	City of Preqsue Isle	2020	Dodge	Durango	35,000	Full Size SUV 4x4 ERV	2026	Full Size SUV 4x4 ERV	
123	2C3CDXKT1KH514766	City of Preqsue Isle	2019	Dodge	Charger	36,000	Full-size Sedan ERV	2026	Full-size Sedan ERV	
123	1FBAX2CM2KKA92931	City of Preqsue Isle	2019	Ford	Transit-350	26,000	Full-size Van-Passenger	2026	Full-size Van-Passenger	ite

prise Fleet Management, Inc.

# **OPERATING EXPENSES**

## Maintenance



## **Full Maintenance**

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs
- Proactive service reminders

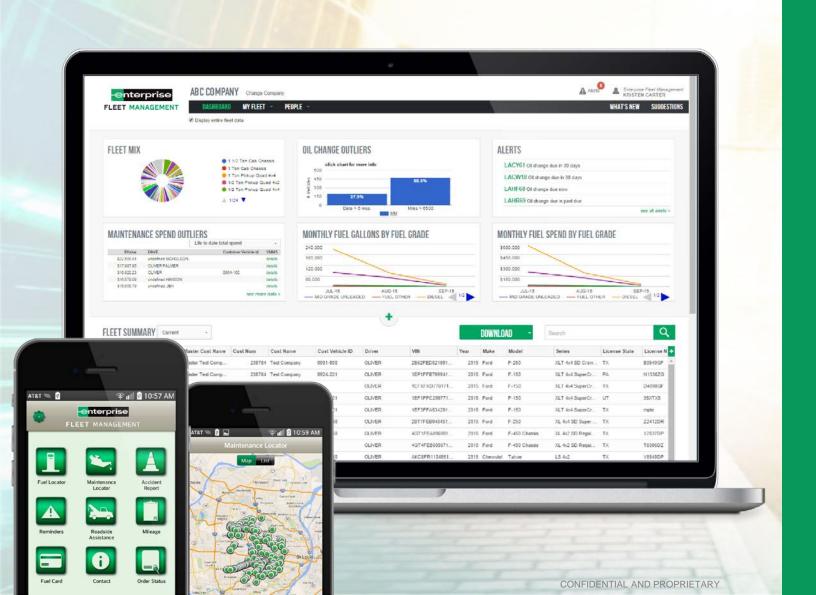


## **Enterprise National Service Department**

- 146 Employees with over 1,100 total ASE certifications
- 322,698 vehicles under management on this program
- Reduction in downtime through managed repair system

# **RESOURCES**

## Fleet Administrator Resources



## Customer Website

- Tracking and information of:
  - Fleet profile
  - Driver assignments
  - Maintenance expenses
  - Fuel consumption
  - Recall information
  - More
- Driver Mobile App
- Fleet Planning Tool Kit
- Annual Client Review

# FLEET PROGRAM RECOMMENDATION



## **Program Implementation Standards:**

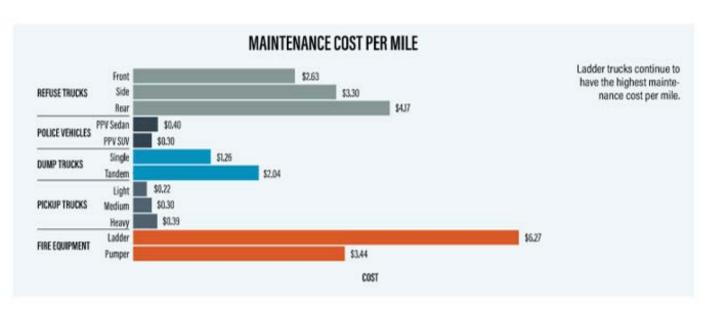
- Factory order new vehicles to ensure lowest pricing and consistency
- New vehicles come with Full Maintenance program
- Option to place existing vehicles on Maintenance Management program to begin tracking and controlling costs
- Review options for WEX Fuel Card program
- Annual review of fleet mix to improve utilization

## 2021 Recommendations-

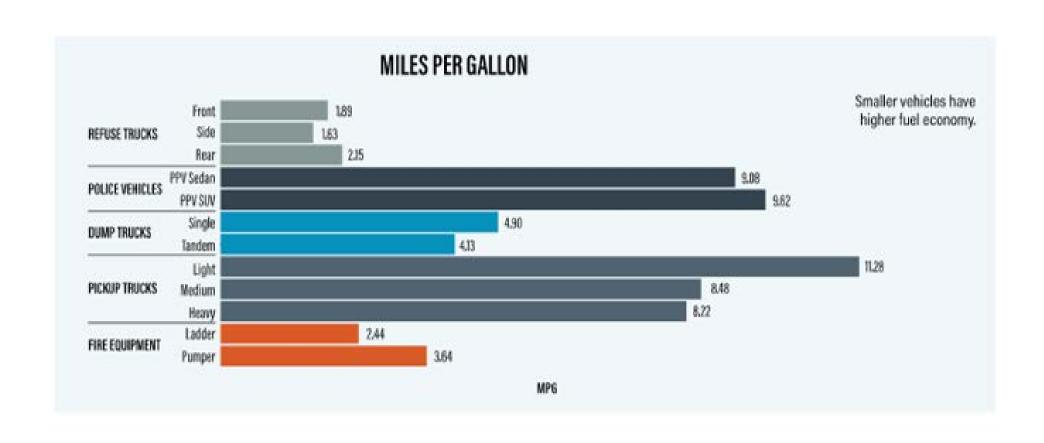
- Cycle vehicles on 5 year plan to reduce costs, creating conservative 10 year savings of \$379,272
  - Capitalize on aggressive purchase price and strong resale to lower overall costs
  - Enroll new vehicles on Full Maintenance to fix and budget maintenance costs
  - Enroll existing vehicles on Maintenance Management













#### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this day of January, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the day of January, 2022 ("Agreement") by and between <a href="Enterprise FM Trust">Enterprise FM Trust</a> , a Delaware statutory trust ("Lessor") and <a href="City of Presque Isle">City of Presque Isle</a> ("Lessoe"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.
Section 11(a) first paragraph of the Master Equity Lease Agreement is amended to read as follows:
Lesses agrees to purchase and maintain in farce during the Torm, incurrence policies in at least the amounts listed

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 (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and

No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers). Lessor will accept the \$400,000 limits as appliable to Maine Tort law as applicable to those lease Vehicles with vehicles limited to max 26,000 GVWR and with a seating capacity no greater than 8, however any claim that falls outside of the Maine Tort law will follow the requirements of this Agreement

#### State of Vehicle Registration

#### Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property

Damage (100/300/50) - No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

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

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

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

City of Presque Isle (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By	Ву
Title:	Title:
Date Signed:,	Date Signed:



#### MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

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

"Er	nterprise Fleet Management" ("EFM"), and (the "Company").
	WITNESSETH:
4	ENTERDRISE CARDS. Then request from the Company EEM will provide a driver information packet outlining its vehicle maintenance program (the "Program")

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

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

- 3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.
- 4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.
- 5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
- 6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.
- 7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM	Company
IIIIIIais. Erivi	company

8. FEES: EFM will charge the Company for the service under this A	Agreement \$ per month per Card, plus a one time set-up fee of \$
9. MISCELLANEOUS: This Agreement may be amended only by a substantive laws of the State of Missouri (determined without referen	an agreement in writing signed by EFM and the Company. This Agreement is governed by the nce to conflict of law principles).
IN WITNESS WHEREOF, EFM and the Company have executed this N	faintenance Management and Fleet Rental Agreement as of the day and year first above written.
Сотрапу:	EFM: Enterprise Fleet Management, Inc.
Signature:	Signature:
Ву:	Ву:
Title:	Title:
Address:	
Date Signed:,	Date Signed:,

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



### MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this day of, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and ("Lessee").
WITNESSETH
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the day of, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

- 3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.
- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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

LESSEE:	EFM:	Enterprise Fleet Management, Inc.
Signature:	Signature:	
Ву:	Ву:	
Title:	Title:	
Address:	Address:	
		-
Attention:	Attention:	
Fax #:	Fax #:	
Date Signed:	Date Signed	

Initials: EFM\_\_\_\_\_ Lessee\_\_\_\_



	ACH AUTHORIZATION AGREEMENT		
the supersonates that the property many the	www.companies companies of	PRESERVE STATE OF THE STATE OF	
LESSEE INFORMATION			
Company Name	SSN	I / FEIN	
Street Address	City	State	Zip
Contact Name	Phone #	Fax #	
Email Address			
BANK INFORMATION			
Bank Name	Checking Acc	count Only	
Street Address	City	State	Zip
Bank Contact Name	Phone #	Fax #	
ABA / Routing Number:	Account Number:		
		000100000000000000000000000000000000000	
**PLEASE	ATTACH A VOIDED CHECK FOR THE ACCOUNT		
entries and adjustments for any debit entries ir hereinafter called "DEPOSITORY", to debit and	) hereby authorize Enterprise Fleet Management, Inc., here error, to my/our checking account indicated above and to /or credit the same to such account. I (we) covenant and a nd ACH authorization to process debits using the Automate	further authorize the depositor gree to instruct any and all ba	ry named above, nks or other financial
This transaction will be completed in accordan	ce with the following provisions:		
1. The withdrawal will occur on the 20	th of each month. If the 20th of each month falls on a wee	ekend, amounts will be withdr	awn on the

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

### ARBilling@efleets.com

Print Name	 Title	
Signature	 Company Name	
Date		





### CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and day of, day of, (hereinafter referred to as the "Execution Date").
RECITALS
A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and
B. The CUSTOMER is in the business of
C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicle set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").
NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:
TERMS AND CONDITIONS
1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. <u>Power of Attorney</u> : CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence an be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ ("Service Fee") plus towing at prevailing ra
5. <u>Sales Process:</u> Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bic be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. <u>Time for Payment</u> :
(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees a any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise

7. <u>Indemnification and Hold Harmless</u>: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title

descriptions and bids entered erroneously.

- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. <u>Odometer</u>: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date Signed:,	Date Signed:



# CREDIT APPLICATION

Please complete all ap	olicable items.				
Company Name		("Credit Applicant") DB	A Name		Year Business Started
Street Address		City		State	Zip
E-mail		Phone #	Fax	: #	
Ownership: LLC	Partnership Sole P	roprietorship 🗆 C-Corp 🗆	S-Corp Non-Profit		
Type of Business		Du	uns Number		
Parent Company or Affi	liates(Name & Address):				
FLEET MANAGER CON	ITACT INFORMATION				
		E-mail		Phone #	
FINANCIAL INFORMAT	ION				
	ed by an outside Accountant	? ☐ Yes ☐ No			
	ya by an odiolog / loodanan	<del>_</del>	SS		_ Phone #
		redit Applicant, ever filed for pro			□No
ENCLOSING WITH APP	DI ICATIONI				
	al Statements (with footnotes	) Audited Opini	oned		
Published Annual Repo		) Lindanda Li opini	oned Internet		
Income Tax Returns (3		No			
,					
CURRENT VEHICLE SU	JPPLIER				
Purchasing	Leasing	Finance			
Leasing Supplier		Phone #	E-Mail Address	Acct#	# of Vehicles
	The supplied that	The state of the s	E-Mail Address	Acct#	# of Vehicles
Financing Source		Phone #	E-Mail Address	Acct #	# OF VEHICLES
INSURANCE					
					Exp. Date
Street Address				State _	Zip
Phone #	Fax #				
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#### **ACH AUTHORIZATION AGREEMENT**

LESSEE INFORMATION			
Company Name	ss	N / FEIN	
Street Address			Zip
Contact Name	Phone #		
BANK INFORMATION			
Bank Name	Checking A	count Only	
Street Address			
Bank Contact Name	Phone #	Fax #	
ABA / Routing Number:	Account Nur	nber:	

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

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

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

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

#### ARBilling@efleets.com

### STATEMENT OF POLICY AND PROCEDURES

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

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

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

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

DECOLVED FURTUED #1-44

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

RESULV	PED FORTHER, triat.				
NAME					
	Print Name	Title			
NAME					
	Print Name	Title			
NAME					
NAME	Print Name	Title			
NAME	Print Name	Title			
RESOLV	id person.  /ED FURTHER, that EFM is authorized to act upon t  by certify that the information contained in this Cre				voroby cortifi
that I an	n an authorized representative of this Company and	I have been given the	e authority to sign this ag	reement on behalf of the Company.	ioroby corting
Print Nan	ne	=:	Title		
Signature		=:	Company Name		
Date					

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

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

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

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

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

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

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

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

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

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

# PRESQUE ISLE CITY COUNCIL MEETING

For:

March 2, 2022

# **AGENDA ITEM #** 9

	SUBJECT
OLD BUSINESS: 2022-2023 Goal Settings	
	INFORMATION
1) Memorandum	
R	EQUESTED ACTION

FOR DISCUSSION

### The Office of the City Manager

### **Martin Puckett**

Email: mpuckett@presqueisleme.us MEMORANDUM

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	February 22, 2022
RE:	Goal Setting

At a workshop held on February 15<sup>th</sup>, staff and council reviewed the past three year's goals and discussed future goals. The group developed a list of topics and voted on the top goals for the city. The results of the workshop are listed below the mission statement of the city. Next steps are to further elaborate on the goals, establish working teams, and set timelines. I plan on doing regular updates on the goals at council meetings.

### **CITY'S MISSION STATEMENT:**

It shall be the mission of the City of Presque Isle to maintain its regional, economic, educational, transportation, medical, and cultural significance, to provide a wide range of municipal services to make Presque Isle a safe, prosperous and attractive city in which to live, to work, and to visit; meeting needs by planning aggressively and by partnering with local, county, state and federal government, while involving the citizens of Presque Isle.

### To meet these commitments, our goals for the future are:

- 1. To attract and retain job opportunities and enhance our tax base through managed economic and community growth.
- 2. To promote a community environment that emphasizes education, transportation, medical and cultural excellence through community infrastructure and emerging technologies.
- 3. To maintain the existing level of municipal services.
- 4. To ensure the completion of, and compliance with, a Community Comprehensive Plan.
- 5. To serve as the catalyst for the coordination of governmental services in central Aroostook County.
- 6. Increase citizen involvement.
- 7. To provide all municipal services in the most efficient manner possible.

### 2022 Goal Workshop Results

### 1. Housing: 15 votes

Affordable 5, Market rate 1 Subsidized 1

Single family

Identify locations & partnerships

### 2. Recreation Programming: 14 votes

Programs/Events for Forum 8

**Equipment for Outdoor Programming 5** 

Rec Conversion Project 2

### 3. Online presence: 12 votes

Website 8

mobile friendly design, simplified layout with social media tie ins, new tools for residents

### 4. Workforce: 11 votes

Retention and attraction 11 (CDLs, PD & EMS) programs training programs to obtain licenses 3

### 5. Marketing & Promotion: 10 votes

Event Calendar 4

efforts to attract visitors, citizens, workforce 2

### 6. Downtown Planning/Façade Program: 8 votes

MDOT future collaboration 4

Parking 4

### 7. Regional Services: 6 votes

EMS rates 2

Assessing 1

Explore other programs 3

Other topics:

Fleet Management program implementation

Internet expansion in the city, utilize anticipated funding

Completion of City Hall with façade improvements for front & interior design

### Additional topics discussed by department:

Public Works

- Investigate need for and funding sources for downtown parking garage
- Apply for MDOT MPI grant for paving State Aid streets [Skyway Street (Edgemont - Central Drive) and State Street (Fleetwood - Compact Urban Line)] in 2022
- Partner with NMCC for creation of Commercial Driver License (CDL) "B" training class with ARPA funding
- Initiate pipe camera assessment of storm drainage system
- Replace all existing fluorescent fixtures at Public Works garage with LED bulbs
- Continue conversion of existing decorative street lights on Main Street to LED fixtures
- Review UMaine Capstone Project to determine viability of constructing PW roof redesign and sand storage building

- Update City GIS and add information layers (high def photography, curb, sidewalks, signage, utilities) from UMPI and other sources as information is available
- Collaborate with MDOT redesign of Main Street regarding streetscape features
- Transfer Station: continue to work with AWS regarding location and operation of a transfer station in Presque Isle
- Business presentation at council meeting DECD/PIIC
- Finalize F.W.Webb sale and see project start
- Finalize Aroostook Trusses land sale
- See start and completion of solar site 1 and 2
- Complete 2021 spec. building and finalize lease with Coca-Cola
- Complete lease hold improvements for Spudnik Equipment

### Parks and Rec

- Hire and Event Coordinator
- Increase adult / senior programming
- Purchase outdoor program equipment to facilitate more outdoor programs
- Mantle Lake trail expansion into new property
- Dog Park fundraising
- LWCF Conversion Keep pushing forward
- increase new social media presence (Instagram & Tik Tok)
- Research the feasibility of building a 2022 spec. building on the park
- Begin on site work at Peace Park (driveway / parking area/ fencing)
   FD & PD
- Continue to work with EMS partners on coverage area and response. (regionalization in a sense) having the closest ambulances responding to calls.
- Fire to continue to implement the automatic aid, map the 5-mile radius allowing the PUC to enter into the 911 PSAP dispatching systems.
- Develop a relationship with NMCC's EMS program, look at streamlining Paramedic program. (12-month certificate program)
- Increase the number of EMS licensed providers in Aroostook County
- Recruitment and retention of Volunteer Firefighters and Career Fire/EMS.
- Open house job fair Fire, EMS
- Citizens Academy

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

### **AGENDA ITEM #** 10

	SUBJECT
OLD BUSINESS: City Hall Update	
	INFORMATION
Verbal update provided at meeting	
	REQUESTED ACTION

FOR DISCUSSION

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

# **AGENDA ITEM #** 11

	SUBJECT
<b>NEW BUSINESS:</b> Schedule Public Building	c Hearing for Dangerous
	INFORMATION
<ul><li>1) Memorandum</li><li>2) Narrative</li><li>3) Pictures</li></ul>	
	REQUESTED ACTION
	, seconded by schedule a public hearing for , 2022

# CHARTERED AS A CITY 1939 PROPRIETO RESPONDENCE DESCRIPTION OF THE PROPRIETO DESCRIPTION OF THE PROPRIET

# City of Presque Isle, Maine

From the desk of: Penny Anderson

Email: panderson@presqueisleme.us

### **MEMORANDUM**

TO:	Honorable City Council		
CC:	Martin Puckett, City Manager;		
	Galen Weibley, Director of Economic & Community Development		
	Kim Finnemore, City Clerk		
	Patty Jandreau, Executive Assistant		
DATE:	February 9, 2022		
RE:	Recommendations on Dangerous Buildings		

The following structure has had code violations against it and is a safety hazard. Code Enforcements Recommendation is to have it declared a dangerous building.

1. 45 Elm Street

RECOMMENDED:	Motion made by:	Seconded by:	
to schedule a Public l	Hearing for the May 4,	2022, City Council Meeting.	

### CONDEMNED PROPERTIES

March 2, 2022

1. **45 Elm Street** – **Owned by Addis & Cheryl Hafford.** Our office has been dealing with code violation at this location since 2019, due to the following: Unsafe structure, roof leaking, cracks in foundation, the building has been vacant for several years and all utilities have been disconnected from the building. Back in 2019, George spoke with the family and they planned to demolish the property. At this time the house is still there with piles of garbage in it.

Several attempts by phone and letters have been made with no respond from Mr. Hafford.

There currently is no mortgage on the property. The 2021 taxes are still due and a lien will be placed in April if they have not been paid.

The tax card has the value of the property at \$53,900.00. Pictures are from May 7, 2020.

















# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

# **AGENDA ITEM #** 12

	SUBJECT
<b>NEW BUSINESS:</b> Information Technologies	
	INFORMATION
1) Memorandum	
REQ	UESTED ACTION

FOR DISCUSSION



2/23/2022

Eric Warren Greenmark IT, LLC 428 Main Street Presque Isle, ME 04769

City of Presque Isle 12 Second Street Presque Isle, ME 04769

Dear City Council:

I wanted to share what we have planned for the City Council Chamber renovation, scheduled to start shortly.

- This system will be based on the Epiphan Pearl Nano streamer unit, which will stream video to YouTube and FaceBook simultaneously and will also record.
- Two large 4K TV monitors will be installed on both the left and right side of Council Chambers. These will show the broadcast output to the audience and can also be used to do presentations instead of bringing in a projector and screen.





- Video broadcast quality will be upgraded to 1080p60 with a remotely-controlled pan-tilt-zoom broadcast camera.
- New microphones will be installed for each Councilor, the City Manager, and at the podium for better sound quality.
- Four new JBL speakers will be installed in the planned drop ceiling above the audience area, powered by a 200 watt amplifier.
- A new 12-channel Soundcraft audio console will allow individual councilor microphones to be turned up or down live to adjust for their speaking voice
- All equipment will be located in the back corner of the room, rather than the front corner by the councilors, to allow for an operator that can make live adjustments.
- The system can also run without an operator; turn on the equipment, point the camera, check the audio, then press 1 button to start broadcasting.



• We have requested that the City build a small AV booth at the back of City Council Chambers as part of the project.

We have all the equipment in stock and we look forward to getting this project started! If you have any questions, concerns, or additional ideas, please feel free to contact me:

Eric Warren

Phone: (207) 764-2834 x7010

Cell: (207) 227-7649

Email: eric@greenmarkit.com

Gi R. Wan

Sincerely,

Eric Warren

CEO

Greenmark IT, LLC

# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

# **AGENDA ITEM #** 13

NEW BUSINESS: City of Presque Isle Website

INFORMATION

1) Memorandum
2) Survey

REQUESTED ACTION

FOR DISCUSSION



### The Office of the City Manager

### **Martin Puckett**

Email: mpuckett@presqueisleme.us

### **MEMORANDUM**

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	February 22, 2022
RE:	Website

One item that was on the goal setting list was a new website for the City of Presque Isle. It has been a long time since we have updated the site. While we have made some changes (assessing links, online permitting) the design and layout is outdated. It is an item that I think we can get started soon and has the potential to have a significant impact for our residents and businesses. I would like to get some guidance on next steps.

### **Work Done to Date**

A committee was formed in 2020 to discuss design, content, and look at examples. They looked across the state at examples and found common themes that should be used (borrowed) for our site.

A survey was sent out to get feedback on the current design and to solicit responses on what respondents would like to see on a future site. Many comments from respondents mirrored recent council/staff's comments:

Mobile friendly Customer centric

Easy to navigate Social media tie in

Updated regularly Online services highlighted/easy to find

Calendar with updated events

The results were pretty clear from the survey that the current design is too busy and not laid out well. Online services need to be prominent and there needs to be a calendar of events. The majority of respondents would use Facebook for timely information, so a social media tie in to the new website would be recommended.

### **Website Design Feedback from Communities Across the State**

Website updates have been a common theme, primarily driven by the pandemic. Residents, businesses, customers, visitors, all want a functional website with a format easy to use with relevant information. Managers have been sharing information about companies they have used and costs. The table below are the responses from some of the most recent communities that have updated their websites.

Town	Selection	Costs	Website	Comments
Brunswick	CivicPlus	\$3000/year	Brunswick, ME   Official Website	\$24,000
			(brunswickme.org)	
Casco	CivicPlus		Casco, ME   (cascomaine.org)	\$9500 for
				development and
				first year maint.
Orrington	GovOffice	\$300/month	Orrington, ME (govoffice.com)	
Minot	GovOffice	\$1800/3	Town of Minot, Maine	\$5400 total
		years	(minotme.org)	
New	Revize	\$1800/year	New Gloucester, Maine	\$8000 upfront for
Gloucester				new site
North Berwick	Civic Plus	\$5750/year	North Berwick, ME	\$17,250 for new site
			(townofnorthberwick.org)	spread over 3 years
Rockport	GovOffice	\$3000/year	Rockport, ME	\$9000 upgrade
Winslow	Revize	\$1800/year	Town of Winslow, Maine	\$8000 new site
			(winslow-me.gov)	(same as NG)

I have looked at Sutherland Weston as an option too, they do marketing for Aroostook County Tourism and also design websites. About 85% of websites for small businesses cost between \$10,500 and \$20,000 according to their website.

### **Options Moving Forward**

Review designs we like, collect options we want, get the committee active again.

Do a RFP for a website redesign. It will take some time to create a RFP, advertise, evaluate their work.

We can use the same company that designed the library & Rec departments (Borderline Digital) located here in the city. Their design estimates are \$3,000 for design plus hosting fees. Having a local company is very attractive to make sure staff is trained on how to use and update information on the site. The other benefit is they know Presque Isle and how to market it. They estimate a two-month turnaround.

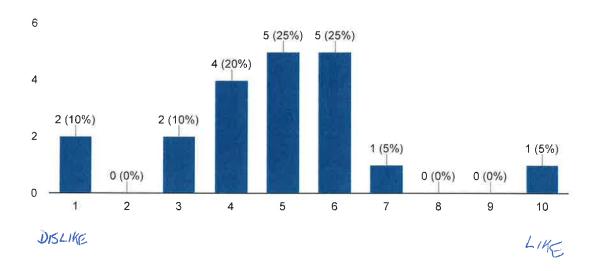
# <u>www.presqueislemaine.gov</u> Public Feedback Survey

20 responses

**Publish analytics** 

On a scale from 1 to 10, what is your overall opinion of http://www.presqueislemaine.gov

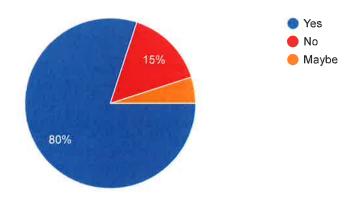
20 responses





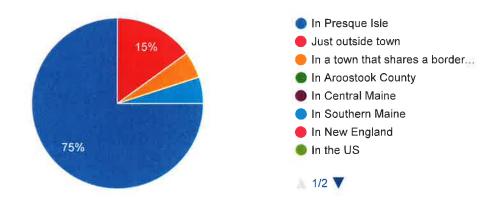
### Have you visited http://www.presqueislemaine.gov prior to today?

### 20 responses



### Where do you live?

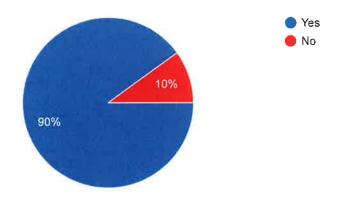
### 20 responses





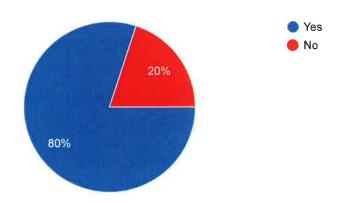
### Do you pay property taxes in Presque Isle?

20 responses



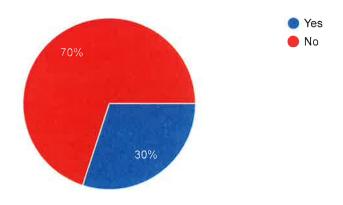
### Do you work in Presque Isle more than 6 months every year?

20 responses



### Do you like how the website is laid out and organized?

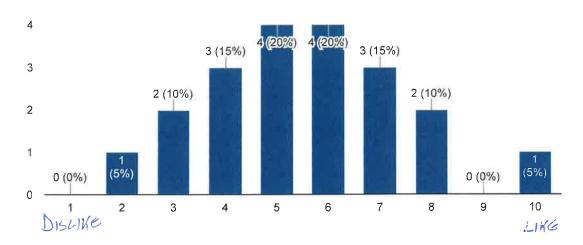
20 responses



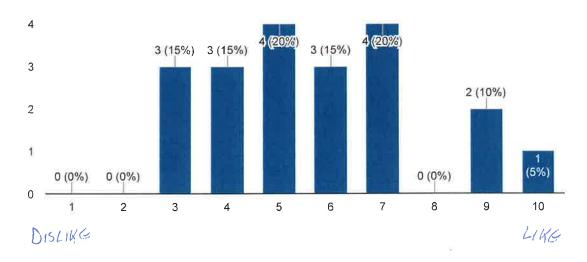


#### Do you like the color scheme of the website?

#### 20 responses



#### Do you like the website photography?





VAII t. I	191		. 1	
What do	vou like	about 1	rne we	psite?

20 responses

Don't know

I do like the tax map access

The home page is simple

Not a lot

Not much

Nothing that I can think of at this time

Colors nice.

Easy to view

Does have all the information



What do you dislike about the website?

20 responses

N/a

Not as mobile friendly as I would like and seems very disorganized

Online services for residents should be highlighted, and more categories for links to group them together

Hard to find what you are looking for.

Dated. Hard to navigate. Not maintained or updated on a regular basis

Almost everything. There are frequently broken links, misspelled words, and a menu system that is confusing at best

You and the Chamber should both have an update FULL calendar of events. "What's happening" here. The more events, activities things to do the better. Stop worrying whether they are part of "the right people" group. A busy calendar means a growing town. Also a list of as many area businesses. I know some of that seems "Chamber"



If you were in charge of the city website, what changes would you make to improve it?

20 responses

N/A

More user friendly menu, add local photos from local photographers, add links for Rec center, gov programs, SAD 1 programs, local events, history of the town, public assistance, social media account links

See above

Make the info easier to find and navigate the website

Redesign from the ground up. Employ someone to maintain and update. Improve usability.

Scrap it and hire someone who knows what they are doing to replace it (at a decent cost)

See above. More pictures/info of things the city has. Post office, library, school farm, farmers Market ect.



What features should a new website have?

16 responses

See above answer

To do all city resident things online

Common questions and answers.

Forum. Updated maps. Links to pertinent information.

Menus that are well organized and fillable forms

More events, business and area pictures of all seasons.

?

Ease of maneuver. Customer centric design. Less pictures more info

Diversity, better photos than shadowy sunsets



List a specific example of a city website that you would entice you to relocate.

12 responses

I haven't looked at any

No idea

Not sure a website would do this.

I wouldn't relocate based on a website.

A website would never entice me to relocate. Lower taxes might entice me though.

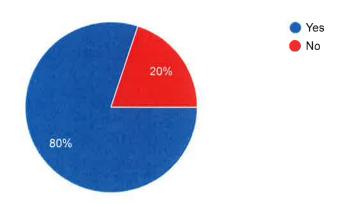
I wouldn't move anywhere based on a town website

I used Hampden website the other day and it was a good example. Houlton also has a nice one. Caribou has the worst website.

I'm unsure.

Portland: visitportland.com | Davtona Beach: https://www.codb.us/

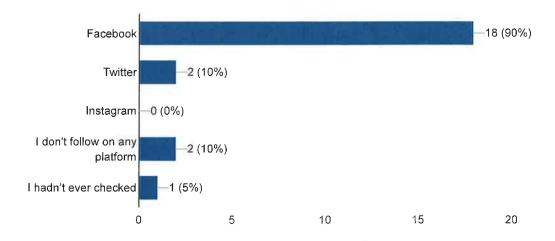
Are you aware that Presque Isle has social media presences for the City, Library, Rec and Parks, the Airport, Fire Department, and Police Department?



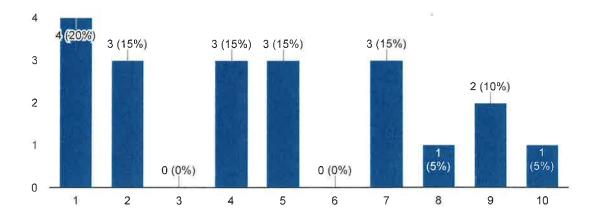


Do you follow any Presque Isle media presences on Facebook, Twitter, Instagram, or other social network?

#### 20 responses



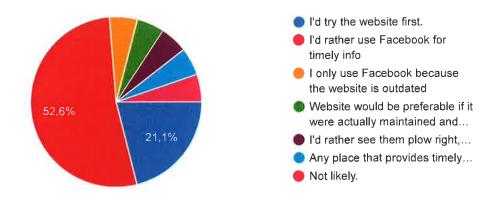
## How likely are you to utilize Facebook to communicate with city departments?



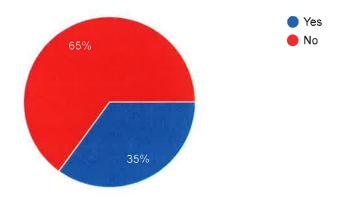


How likely are you to utilize a specific Facebook page to find out timesensitive information like plowing alerts?

19 responses



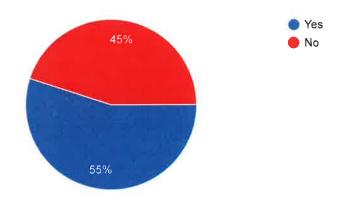
Are you aware of any website bugs or technical issues?





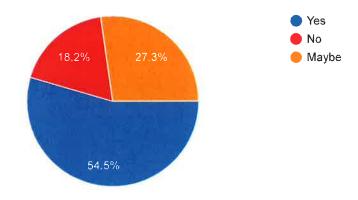
#### May we contact you for more information?

20 responses



#### Contact Details

## Are you open to joining the committee and providing input from a public perspective?





# PRESQUE ISLE CITY COUNCIL MEETING For:

March 2, 2022

#### **AGENDA ITEM #** 14

	SUBJECT
<b>NEW BUSINESS:</b> Star City A	ATV Club Grant Request Approval
	INFORMATION
1) Memo from Dick How	vlett, dated March 21, 2022
	REQUESTED ACTION
9	cilor, seconded by to approve support in applying for



# STAR CITY ATV CLUB PO BOX 1533 PRESQUE ISLE, ME. 04769



#### **COUNCIL MEMBERS**

The Star City Atv Club is asking the council for support in applying for a municipal grant. This grant is a 90-10 %, the Dept. of Conservation share is 90% and the Star City Atv Club share is 10% in which there is no cost to the city of Presque Isle. We will be using the money to grade cp trail from park & ride to caribou and replacing 3 bridges on the cp trail to caribou. Also we will be putting crusher dust down on the trail between central drive & state st. We will also be doing maintenance on the rest of our trails. The amount of the grant that we are applying for is \$60,413.50. As the club sends in the bills and receipts to the state, the state sends the money to the city in which they will send to the club. All the work will be done in the summer of 2022. Thank You for your time.

Richard Howlett: Club President DATE: ユーンノー・シュ

# PRESQUE ISLE CITY COUNCIL ANNOUNCEMENTS

### Wednesday, March 2nd, 2022

- We have the following vacancies for Board/Committees;
   Zoning Board, Audit Committee, Downtown Revitalization
   Committee or as an alternate on the Library Board please see
   the City Clerk or apply online.
- The next regularly scheduled meeting of the Presque Isle City Council is on Wednesday, April 6, 2022 at 6:00 PM at the Sargent Family Community Center.