

**Notice of City Council Special Meeting
AGENDA**

July 01, 2024 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Monday, July 01, 2024, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website under Agenda/Minutes and then select **Live Stream Page** (located at the top of the page). The meeting will be recorded and uploaded to the City's website.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Citizens are invited to speak for three (3) minutes on matters relating to City Government that relate to agenda or non-agenda items. Prior to speaking, each speaker must be recognized by the Presiding Officer. All speakers should approach the podium to address Council and give their name and address before sharing their comments. City Council may not discuss or take any action on an item, but may place the issue on a future agenda.

CONSIDERATION AND POSSIBLE ACTION:

- 1.** Consideration and Possible Action on the City of Montgomery Crime Control and Prevention District's (MCCPD) two-year budget plan and two-year crime control plan.
- 2.** Consideration and possible action to approve a TexPool Resolution Amending Authorized Representatives.
- 3.** Consideration and possible action to enter into a master equity lease agreement, maintenance agreement, and maintenance management and fleet rental agreement with Enterprise Fleet Management for six Police Pursuit vehicles and two Public Works vehicles.
- 4.** Consideration and possible action to enter into a consignment auction agreement with Enterprise Fleet Management for future sale of vehicles determined to surplus.
- 5.** Consideration and possible action on adopting a resolution APPOINTING A TEMPORARY REPLACEMENT ASSOCIATE JUDGE TO ACT IN PLACE OF THE PRESIDING MUNICIPAL COURT JUDGE IN HIS ABSENCE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ADJOURNMENT

/s/ James Greene

James Greene, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodations.

Montgomery City Council
AGENDA REPORT

Meeting Date: July 1, 2024	Budgeted Amount: N/A
Department: Police Department	Prepared By: Anthony Solomon

Subject

The Montgomery Crime Control and Prevention District (MCCPD) is officially submitting the district's two-year budget plan and two-year crime control plan.

Recommendation

Review and accept the submittal of the MCCPD two-year budget plan and two-year crime control plan.

Discussion

On Tuesday, June 25, 2024, the Montgomery Crime Control and Prevention District (MCCPD) conducted a public hearing. Following the hearing, the district unanimously approved the two-year budget plan and two-year crime control plan. Today's meeting is essential for submitting the approved plans to the City Council for review and acceptance.

Approved By

Chief of Police	Anthony Solomon	Date:
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MONTGOMERY CRIME CONTROL AND PREVENTION DISTRICT FUND BUDGET PLAN

Revenue	FY25	FY26	Future Goals
Sales Tax	\$ 550,000.00	\$ 550,000.00	\$ 550,000.00
Total Revenue	\$ 550,000.00	\$ 550,000.00	\$ 550,000.00

LINE ITEMS	FY25	FY26	Future Goals
New Investigator Position Salary Increase	\$ -	\$ -	\$ 4,125.00
2 New Records Personnel	\$ -	\$ -	\$ 100,000.00
3 New Patrol Officers	\$ -	\$ -	\$ 186,000.00

PERSONNEL TOTAL	\$ -	\$ -	\$ 290,125.00
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Specialized Training:

Emergency Management	\$ -	\$ -	\$ 5,000.00
Enhanced Crime Prevention	\$ -	\$ -	\$ 12,000.00
Investigation/Crime Scene Training	\$ -	\$ -	\$ 6,000.00

STAFF DEVELOPMENT TOTAL	\$ -	\$ -	\$ 23,000.00
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New Police & Court Facilities	\$ 520,000.00	\$ 550,000.00	\$ -
New Vehicle: Unmarked Investigator Vehicle	\$ -	\$ -	\$ 85,000.00
Decals for Specialized Traffic Unit	\$ -	\$ -	\$ 12,000.00
Additional Flock Cameras	\$ -	\$ -	\$ 40,000.00
New Unit: K9/Comfort Dog & Training	\$ -	\$ -	\$ 35,500.00
Crime Scene Cameras	\$ -	\$ -	\$ 14,000.00
Drone & FAA training and certifications	\$ -	\$ -	\$ 31,500.00
Enhance ticket writing abilities	\$ -	\$ -	\$ 18,875.00
Election Costs	\$ 30,000.00	\$ -	\$ -

CAPITAL OUTLAY TOTAL	\$ 550,000.00	\$ 550,000.00	\$ 236,875.00
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TOTAL EXPENSES	\$ 550,000.00	\$ 550,000.00	\$ 550,000.00
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CRIME CONTROL AND PREVENTION DISTRICT 2024 CRIME CONTROL PLAN

Chief Anthony Solomon

MONTGOMERY POLICE DEPARTMENT
CRIME CONTROL AND PREVENTION DISTRICT
CRIME CONTROL PLAN
EXECUTIVE SUMMARY

Overview

Establishing the City of Montgomery Crime Control and Prevention District will make it possible for the Montgomery Police Department to address several issues that are growing in significance. The natural growth of the city, along with the emergence of new crime trends such as designer drugs, theft, assaults, fraud, and violent repeat offenders, are becoming major law enforcement challenges. The increasing population and inherent traffic problems raise the demands on the Police Department. All these conditions often result in unfavorable police response times to police calls for service, forcing citizens to wait even longer for a police response.

Implementing a Crime Control and Prevention District will assist in offsetting the costs of additional police personnel and equipment which ordinarily would be funded by the General Fund. The creation of a Crime Control District would enable the Police Department to make a significant impact on the goals and compelling issues that were identified in 2022-2023 end of the year report. The Montgomery Police Department regularly provides the citizens of Montgomery with a low response time. To maintain that low response time with the incoming business growth and increased population of Montgomery, as well as the consistent increase in certain types of calls, it is apparent that staffing levels, while steady at this time, will need to increase in the next one to two years to prevent any stacking of calls. The City Council, City Management, and the Police Department must always stay in contact and look at how they can develop a plan to address the increasing needs of the Police Department as they continue to grow. The development of the District Board would assist in creating a Crime Control District so that improved police services would not adversely impact other departments across the growing City of Montgomery.

Current service levels can be sustained in the long term if staffing and equipment quality in the Police Department are maintained and allowed to increase incrementally with the city's growth. Considering this, it is paramount to the effectiveness and efficiency of the Police Department and the City that the voters approve the Crime Control and Prevention District for at least a five-year term. Setting this five-year term will allow the Montgomery Police Department to provide the community with a professional police service with proper staffing levels, quality training, and equipment with minimal impact on the general fund. The following sections explain the impact the Crime Control and Prevention District funding can provide for the Montgomery Police Department.

Violence

The City of Montgomery is considered one of the safest cities in this county. However, as we look at the increase in violence in the growing Montgomery County area, this has brought to light other enforcement issues that cannot be ignored. The storing, distribution, and use of narcotics is beginning to have a dramatic effect on our violent crime within the City of Montgomery. On March 21, Sergeant Graves conducted a traffic stop that resulted in the arrest of a subject for felony Manufacture or Delivery of a Controlled Substance. Inside the vehicle, Sergeant Graves located a small scale,

numerous small zip baggies, and several controlled substances in various quantities including Meth, PCP, heroin, fentanyl, and amphetamines. As a result of the drug seizure, the suspect's 2021 Ram 1500 has been seized by the City of Montgomery and is going through the asset forfeiture process with the District Attorney's Office.

Our Detective Sergeant has discovered by speaking with witnesses and victims of violent crimes that most of the offenders were involved with the illegal use and distribution of narcotics in some way. Unfortunately, most of the time these facts only come to light during the investigation and after the damage has been done. The proactive enforcement of this type of activity could have been prevented or possibly deterred before the commission of a crime. However, the Montgomery Police Department will train and utilize its staffing resources in the near future to investigate narcotics activity throughout the city proactively.

Traffic

In 2023, Montgomery County was noted as one of the fastest growing counties in United States with a growth from 2022-2023 of 4.7% and shows no signs of slowing. The largest City in Montgomery County (Conroe) continues to experience growth both in residential and commercial areas of the city. The growth in their population fuels the population of The City of Montgomery, the unincorporated areas which surround Montgomery, as well as the proximity of the Metroplex to this area all contribute to traffic congestion on roadways like FM 149, I-45, FM 1097, and Highway 105, are major traffic arteries running through and to the city of Montgomery.

Construction is necessary and anticipated in the next couple of years in all the above-mentioned areas to accommodate ever-growing traffic congestion. However, construction will only make matters worse for travel in and through the city. Traffic problems and traffic violations are by far the most frequently received complaints from the public. This trend will likely continue as the city grows. The citizens feel the effects of traffic congestion, not only when they travel within the city, but also when the police are called to their homes and businesses. Traffic congestion, increased road construction, and increased traffic accidents will inevitably make it difficult for the police to reach the people who need them. For perspective, the number of accidents from 2021 to 2023 has increased by 21.21%.

We must provide the community with a viable solution to the issue. In June of 2020, the National Institute of Justice (NIJ) published an article, "Effect of High-Visibility Enforcement on Motor Vehicle Crashes." Within the article the author addresses the limited amount of research being conducted on this topic. However, the author writes research available does "suggest that sustained enforcement actions discouraging the driving behaviors that lead to crashes can have a positive impact on reducing them." (Williams, 2020)

The Montgomery Police Department relies heavily on the patrol officer to provide traffic enforcement in all areas within the city. However, with our increased call load over the last few years, it has taken away some of the opportunity for officers to provide the traffic enforcement necessary to meet the needs of the community. The implementation of the Montgomery Crime Control and Prevention District will aim to decrease the amount of traffic accidents by providing increased patrols in areas where traffic accidents are likely to occur.

Community Engagement

Controlling crime in the City of Montgomery is a collaborative effort between the Montgomery Police Department and the community. The Montgomery Police Department is working hard to strengthen the relationship with the community through community engagement activities. We must provide mechanisms for the community to get more involved in crime prevention and crime fighting. Reassuring the community that fighting crime is a collaborative effort between the police department and the community they serve should be our priority.

In 2023, the Montgomery Police Department applied for a grant via the United States Department of Justice Office of Community Oriented Policing Service (COPS) Hiring Grant. The grant would cover 36 months of payroll expenses for two new officer positions, with the agreement that the city would take over from month 37 and beyond. We, unfortunately, were not awarded funding through this grant. However, with the help of the city council, we've been able to fill those positions in patrol allowing us more opportunity to address other issues. The Crime Control and Prevention District will focus on providing equipment, training, and much needed funding to increase our engagement with the community. The funding will also be used to absorb new staffing positions, lessening the impact on the General Fund.

The objective of the agency and the Community Engagement efforts will promote collaboration and increase trust with our citizens by increasing our interactions with members of the community.

Conclusion

The approval of the Montgomery Crime Control and Prevention District is crucial to the Montgomery Police Department's future. The Montgomery Police Department's ability to provide a safe environment in which families, businesses, and individuals can pursue their daily activities without concern or worry about crime is dependent upon this referendum. The increasing population growth of those who live, shop, and travel through the Montgomery community, requires a more than adequate response time, effective community engagement activities, a level of transparency to keep the public informed, and current relevant investigative capabilities. The additional funding this would provide will allow us to keep up with all the law enforcement and community outreach challenges that come with this growth.

Low Response times to priority 1 calls for service must be maintained and a lower response time to our priority 2 calls for service must be reached. The rise in the number of calls for service dictates the need to monitor this statistic or stand the chance of stacking calls or in other words, holding priority calls. Implementing geographical policing strategies will also assist in our goal of lower response times. However, we have been unable to implement this needed strategy because of inadequate staffing. Our ability to successfully implement geographical policing is contingent on this referendum.

The additional revenue will help to transform the Police Department into the best-staffed, best-equipped, and most efficient law enforcement agency this city has ever had. Ultimately, we understand the voters will decide whether their Police Department will receive these necessary resources to provide safe neighborhoods, safe shopping experiences, and safe community events, as well as being well equipped and trained with the latest technologies to help keep the City of Montgomery a desirable place. We remain committed to our vision, but we are at a point where the lack of resources could greatly affect our ability to accomplish our vision.

Montgomery Police Department Mission Statement:

The Montgomery Police Department is dedicated to forging a partnership with the community we serve. It is the mission of the Montgomery Police Department to provide for the protection of lives and property, preserve the public peace, and provide needed community services with the highest level of professionalism and ethical standards effectively and efficiently.

Goals and Objectives

The Montgomery Police Department has long held true to our mission statement. As an agency our primary goal is to ensure we meet the vision and values of our city and the community we serve. The goals and objectives encompassed in the following strategic plan is how we, as a police organization, fulfill the Montgomery Police Department Mission Statement and the community's priorities:

Montgomery Police Department's Vision: To be a modern, progressive organization collaborating with our community to provide a safe and caring environment that enhances quality of life in the City of Montgomery.

Montgomery Police Department's Core Values: Our employees serve the residents of Montgomery with the following values:

A - Accountability - Responsible for all our decisions and actions.

S - Stewardship - Dedicated to responsible use of resources.

P - Professionalism - Maintain public confidence, trust, and pride. We will always be truthful and trustworthy.

I - Integrity - Doing the right things, for the right reasons, all of the time.

R - Respect - Treat all with courtesy, compassion, fairness, and dignity.

E - Excellence - Committed to the highest ethical and legal standards in everything we do.

The Montgomery Police Department's Strategic Plan identified five major goals which will assist in reaching the above vision, and values of the Montgomery Police Department, as well as the needs and values of our community. These goals, vision, and values were selected to allow us a unit to measure and to gauge our performance to ensure effectiveness of the plan throughout the next couple of years. These goals are based upon what the community consistently views as a priority.

The goals are not meant to be all inclusive in what can be achieved by the Montgomery Police Department's Crime Control and Prevention District but will provide the Police Department guidelines to a path of success. The following is the list of goals for the first two years of the strategic plan:

- Maintain low response times for Priority 1 emergency calls for service and improve on our response times to Priority 2 calls for service.
- Increased police officer visibility in neighborhoods, shopping areas, and our park system.

- Promote collaboration and increase trust with our citizens.
- Demonstrate proactive, progressive, and preventative policing at all levels of the organization.
- Enhance crime fighting and investigative abilities and maintain and update technology to improve efficiency and effectiveness.

The following objectives were created to help achieve each goal over the next two years. It is our intent to review these objectives annually to ensure maximum effectiveness in achieving our City's and Department's mission, vision, and values. The objectives may change to ensure they are achieving the major goals of the strategic plan.

Priority Response Times

Goal: *Maintain low response times for Priority 1 emergency calls for service and improve on our response times to Priority 2 calls for service.*

Over the last few years, the Montgomery Police Department has seen an increase in the number of traffic accidents to which they respond. The increasing population on our already crowded roadways is a contributing factor in the rise in accidents. The increase is concerning, in and of itself, however it also contributes to the response time for all our first responders. The number of accidents worked by officers pulls much needed assets like addressing traffic enforcement and our ability to respond to other calls for service in other areas of the City of Montgomery. Whereas our current Priority 1 response time averages around 2 and a half to 3 minutes our Priority 2 response time needs some improvement, as it currently sits near 5 to 7 minutes.

The Crime Control and Prevention District funding will provide the agency with additional personnel to respond to accidents and clear the roadways in a timely manner. Ultimately, improving the efficiency with which the agency clears the roadways, improving response times for all first responders. Additionally, more personnel and resources will assist the agency in preventing accidents on our roadways.

Research has shown the level of traffic enforcement on the nation's roadways has a causal effect on the number of accidents an agency experiences throughout their jurisdiction. The Institute of Justice (NIJ) in 2020 cited in an article regarding the effectiveness of traffic enforcement on the number of accidents which occur as follows:

"Research available does suggest that sustained enforcement actions discouraging the driving behaviors that lead to crashes can have a positive impact on reducing them." (Williams, 2020)

The additional personnel and equipment will assist the Montgomery Police Department by providing added traffic enforcement geared at bringing down the number of accidents which occur within the City of Montgomery. Our ability to have a positive effect on the number of accidents which occur within the City of Montgomery will provide a more effective response for all first responders while helping to provide safe roadways for everyone.

Geographical Policing Strategies

Goals: *Increased police officer visibility in neighborhoods, shopping areas, and our parks. And Promote collaboration and increase trust with our citizens.*

Agencies across the United States have seen great success in implementing geographical policing strategies. The Montgomery Police Department has never successfully implemented the strategy, mainly (but not exclusively) because of inadequate staffing in the patrol section. Geographical policing strategies provide the community with a more direct link to the police department. The concept is to assign officers to a district for 6 months to a year in which they become familiar with their assigned area. The assignment allows officers to interact with members of the community more regularly, ultimately improving the relationship. Officers will be given the opportunity to come up with innovative ideas on how to solve crime in their districts/beats. These opportunities will provide officers with a sense of ownership of the districts to which they are assigned.

In 2020, the Montgomery Police Department began the data collection and CRIME mapping to track crime and calls throughout the City of Montgomery and its ETJ. It was determined that in the very near future, dividing the city into two quadrants is the best way to distribute call loads. We have been unable to implement this strategy due to lack of staffing and resources. Crime Control and Prevention District funding will provide the resources necessary to help implement this strategy.

Ultimately, the implementation of geographical policing strategies will accomplish more goals than just improving our relations with the community. There is no doubt the implementation of these strategies will also provide a deterrent effect on any criminal element who may think twice at the mere presence of an officer within the area they wish to offend. The number of crimes any agency deters is nearly impossible to put a number on but in theory it will reflect on the overall number of offenses if successfully implemented.

Crime Rate Information

Goal: *Demonstrate proactive, progressive, and preventative policing at all levels of the organization.*

Each month, the Police Department reports the number of serious offenses that have occurred to the Texas Department of Public Safety, via the National Incident Based Reporting System, who then forwards those statistics to the Federal Bureau of Investigation in Washington. These offenses are divided into Group A (most serious offenses) and Group B (less serious offenses). The number of Group A offenses is used by the U.S. Justice Department to calculate a particular city's crime rate to form a basis for comparison between cities of similar population within a particular State.

Whereas, the number of Group A offenses may not be the magnitude of a larger city, for the City of Montgomery the total number of Group A offenses has increased over two years (2021-2022), while remaining the same last year (2023). The influx of populous in the city, the economic growth, and the increased number of those traveling through the city can have direct correlation with the amount of crime any city is dealing with, and Montgomery is no exception. In fact, Montgomery County has been described by some sources as the fastest growing county in the nation. Considering the biggest city in Montgomery County is Conroe, one could draw the conclusion that Conroe is considered a large portion of that growth that is feeding into the city of Montgomery.

It stands to reason with more populous in any given area, a certain amount of criminal activity is to be expected. However, the fact that it is to be expected does not mean the citizens of Montgomery, the

City of Montgomery, and Montgomery Police Department should stand idle and "accept" the crime as it comes into our area either via a gradual increase or a spike in certain criminal activity. The Montgomery Police Department is prepared to fight, prevent, and investigate criminal activity but the need for personnel, training, and equipment is paramount.

The funding will allow us to enhance an already good crime prevention program and promote innovative ideas throughout the organization by exposing all employees to new crime prevention, progressive policing, and proactive policing methods through training opportunities. The Montgomery Crime Control and Prevention District can give us a fighting chance to combat crime by providing additional personnel and resources throughout the organization.

Investigations

Goal: *Enhance crime fighting and investigative abilities and maintain and update technology to improve efficiency and effectiveness.*

The Detective's ability to successfully clear cases is dependent a great deal on the quality of the initial police work done by the first investigating officer and whether a suspect/offender was apprehended shortly after the crime. Having more officers on the street helps keep the officers in their districts and close to their calls, which keeps response times low and the possibility of a criminal arrest high. Other personnel in key positions within the Department help keep those officers on the streets to enable them to handle more important investigative assignments. This method of deploying personnel in the most efficient manner possible promotes a highly effective police presence on the street, with the end result being high-quality police work that gives Detectives what they need to successfully clear their cases.

In the near future we will need to promote an additional full-time investigator added under the Crime Control District this can assist in improving the caseloads. With fewer cases to manage, detectives are able to devote more time to their caseloads, thereby increasing their effectiveness. Additionally, the Montgomery Police Department has not directly investigated narcotics offenses due to lack of staffing. However, we work closely with the Sheriff's Department, DPS, and several other agencies to fight this crime here in the city. Narcotic activity is beginning to have an increased impact on the types of crimes the City of Montgomery is beginning to see our fair share. For example, the Montgomery Police Department has not investigated a homicide in 15 years, however our officers have been first on the scene of two homicides within our ETJ one resulting a violent aggravated assault involving a knife. There is a real increase in domestic violence with overtones directly linked to narcotics usage and distribution. Unfortunately, we are beginning to see what the inability to investigate certain crimes can do to health, safety, and wellbeing of our community.

Crime Control and Prevention District funding will provide the department with much needed staffing to thoroughly investigate crimes which, historically, we have been able to address but by having to take resources from other areas. Also, the additional funding will provide us with the opportunity to hire another investigator and begin specializing our detectives in certain areas such as:

- Homicide Investigations
- Property Crimes Investigations
- Theft
- Burglary
- Crimes Against Persons Investigations

- Child crimes
- Domestic Violence
- Crimes against women
- Fraud Investigations
- Narcotics Investigations
- Computer Forensics Investigations

Our Sergeant Investigator and other staff members have been afforded some opportunities to seek specialized training to properly investigate the above-listed offenses. Often, those who investigate a property crime would then be given a robbery to investigate. Whereas that may seem like a logical way to make use of the manpower in that section, it is not optimal. Most of the above listed crimes require some sort of specialized training which can be costly but, in an effort, to provide the community with a sense of justice after being violated in some fashion, specialized detectives in these areas provide the best possible outcome.

Additionally, the funding would provide the criminal investigations section with relevant equipment which will assist in the apprehension of those who commit crimes in the City of Montgomery. Several of the cases mentioned thus far required the detectives to reach out to agencies which have basic investigative equipment to properly investigate criminal offenses. Telephone forensics has been a relevant investigative tool for many years, and the City of Montgomery has provided the Montgomery Police Department with technology needed for this type of criminal investigation . Our most recent example is a missing person investigation which has required us to outsource our technology needs again. Often when seeking assistance from another agency's technology, you are at the mercy of their cases being priority. We have sought other means of obtaining technology via grants, but sometimes we receive the grant and other times we're denied, so there is no consistency.

Funding

Below are examples of what the Crime Control and Prevention District funding could provide throughout the organization:

- Personnel & Benefits
- Lab fees and supplies
- Training
- Electronic Material (software)
- Equipment
- Technology upgrades
- New technology
- Association Dues
- Miscellaneous Materials
- Fleet needs throughout the organization
- Radio upgrades and maintenance
- Community engagement activities
- New hire expenses
- Accreditation costs

It should be noted that the above list is not meant to be all inclusive and could change based upon the amount awarded via Crime Control and Prevention District funding.



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

City of Montgomery

Participant Name*

7 | 8 | 0 | 3 | 5

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Sara Countryman Mayor

Name

Title

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 4

Phone

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 7

Fax

scountryman@ci.montgomery.tx.us

Email

Signature

2. Gary Palmer City Administrator

Name

Title

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 4

Phone

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 7

Fax

gpalmer@ci.montgomery.tx.us

Email

Signature

3. Maryann Carl Finance Director

Name

Title

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 4

Phone

9 | 3 | 6 | 5 | 9 | 7 | 6 | 4 | 3 | 7

Fax

mcarl@ci.montgomery.tx.us

Email

Signature

1. Resolution (continued)

4.
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Maryann Carl
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

 Phone Fax Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 0 1 day of July , 2 0 2 4 .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Montgomery
 Name of Participant*

SIGNED

Signature*

 Gary Palmer
 Printed Name*

 City Administrator
 Title*

ATTEST

Signature*

 James Greene
 Printed Name*

 City Secretary & Director of Administrative Services
 Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

Montgomery City Council
AGENDA REPORT

Meeting Date: July 1, 2024	Budgeted Amount: See Below
Department: Administration	Prepared By: Maryann Carl

Subject

Discussion and possible action to enter into a master equity lease agreement, maintenance agreement, and maintenance management and fleet rental agreement with Enterprise Fleet Management for six Police Pursuit vehicles and two Public Works vehicles.

Discussion

During Council Workshop on June 10th Jeff Koerner with Enterprise Fleet Management provided an overview of the City's current fleet and discussed how vehicle leasing through Enterprise could financially benefit the City. The lease agreement presented for approval allows Enterprise to secure vehicles for the City under this program.

The following vehicles are included:

Police Department

- 6 Dodge Durango Pursuit Vehicles (2024)

Public Works/Utilities

- 2 Silverado 2500 4x4 Crew Cab (2025)

Police Department

As discussed during the workshop, Enterprise is able to intercept the 2 PD vehicles ordered this year and wrap those into this lease agreement. Originally \$150,000 was budgeted in FY 24 for these 2 vehicles. Putting these two into the lease agreement, we will spend approximately \$55,696 for upfitting of these two vehicles and the first 3 months of lease payments. The remaining balance of \$94,304 will be used for upfitting on three of the four vehicles that will be delivered to the City at the beginning of FY 25. Cost of upfitting is approximately \$25,000 per vehicle, resulting in an estimated savings of \$19,304 this fiscal year.

Budget needs in FY 25 will include the upfitting of the last remaining vehicle at \$25,000, plus the lease cost for all 6 pursuit vehicles at \$68,351 for an overall budget amount in FY 25 of \$93,351.

Public Works/Utilities

The two PW trucks will be ordered by Enterprise and are anticipated to be delivered in late 2024. Maintenance for these two is included in the contract with an annual cost of \$23,979. Based on delivery, we expect to spend about \$19,980 in FY 25 for the lease. The accessories for these two trucks are not a part of the agreement and the full cost of \$26,000 will be incurred in FY 25. Total budget amount for FY 25 is \$45,980 and will be split between Public Works and Utilities.

Montgomery City Council
AGENDA REPORT

Approved By		
Finance Director	Maryann Carl	Date: 6/28/2024
City Administrator	Gary Palmer	Date: 6/28/2024

Enterprise Fleet Management PD Vehicles

	<u>Cost Per Month</u>						Est Equity at end	Total Expense
	FY 24	FY 25	FY 26	FY 27	FY 28	FY 28		
Dodge Durango Pursuit	949.32	949.32	949.32	949.32	949.32		11,099.20	
Dodge Durango Pursuit	949.32	949.32	949.32	949.32	949.32		11,099.20	
Dodge Durango Pursuit		949.32	949.32	949.32	949.32	949.32	11,099.20	
Dodge Durango Pursuit		949.32	949.32	949.32	949.32	949.32	11,099.20	
Dodge Durango Pursuit		949.32	949.32	949.32	949.32	949.32	11,099.20	
Dodge Durango Pursuit		949.32	949.32	949.32	949.32	949.32	11,099.20	
TOTAL Vehicle Only/MO	1,898.64	5,695.92	5,695.92	5,695.92	5,695.92	3,797.28		
Est cost FY24 (3 mos)	5,695.92							
Annual Cost FY 25 and beyond		68,351.04	68,351.04	68,351.04	68,351.04	45,567.36		
Upfitting	125,000.00	25,000.00						
TOTAL ANNUAL COST	130,695.92	93,351.04	68,351.04	68,351.04	68,351.04	45,567.36		474,667.44
Equity Return					22,198.40	44,396.80		66,595.20
Net Expense					46,152.64	1,170.56		408,072.24
Total Cost FY24+FY25	224,046.96							



Prepared For: City of Montgomery, Texas

Date 06/28/2024

AE/AM JJK/JJK

Unit

Year 2024 Make Dodge Model Durango

Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type In-Stock Term 60 State TX Customer# 641130

\$ 44,615.00	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges State TX
\$ 158.50	* Initial License Fee
\$ 50.00	* Registration Fee
\$ 170.00	Other: (See Page 2)
\$ 0.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 44,785.00 Total Capitalized Amount (Delivered Price)

\$ 746.43 Depreciation Reserve @ 1.6667%

\$ 197.49 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 943.92 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 943.92 Total Monthly Rental Including Additional Services

\$ -0.80 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) White Knuckle Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 12,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Montgomery, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 250.00
Total Other Charges Capitalized		\$ 170.00
Other Charges Total		\$ 420.00

**VEHICLE INFORMATION:**

2024 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$42,881	\$43,075.00
Total Options	\$3,830.00	\$4,255.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$48,306.00	\$48,925.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22Z	Quick Order Package 22Z	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$136.00	\$150.00
ADL	Skid Plate Group	\$316.00	\$350.00
APA	Monotone Paint Application	STD	STD
BCF	800 Amp Maintenance Free Battery	Included	Included
C1J	#7 Seat Foam Cushion	Included	Included
CDS	Vinyl 2nd Row Seat	Included	Included
DFD	Transmission: 8-Speed Automatic (8HP70)	NC	NC
DKA	2 Speed On Demand Transfer Case	Included	Included
DPM	3.09 Rear Axle Ratio	Included	Included
DR1	230MM Rear Axle	Included	Included
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,803.00	\$3,115.00
LNF	Black Left LED Spot Lamp	\$575.00	\$640.00
NAS	50 State Emissions	NC	NC
NEX	Dual Rear Exhaust w/Bright Tips	Included	Included
NHA	Engine Oil Cooler	Included	Included
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
XEE	Fuel Tank Skid Plate Shield	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XF3	Underbody Skid Plate	Included	Included
Z6J	GVWR: 7,100 lbs	Included	Included

CONFIGURED FEATURES:

Item 3.

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Blind Spot Sensor: blind spot
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks

Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front seat upholstery

Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather steering wheel

Interior Accents: chrome interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Enterprise Fleet Management Option PW/Utilities

	FY 25*	FY 26	FY 27	FY 28	FY 28	Est Equity at end	Total Expense
Silverado 2500 4x4	999.01	999.01	999.01	999.01	999.01	19,338.60	
Silverado 2500 4x4	999.01	999.01	999.01	999.01	999.01	19,338.60	
TOTAL Vehicle & Maint/MO	1,998.02	1,998.02	1,998.02	1,998.02	1,998.02		
Annual Cost FY 25 and beyond	19,980.20	23,976.24	23,976.24	23,976.24	23,976.24		
Upfitting	26,000.00						
TOTAL ANNUAL COST	45,980.20	23,976.24	23,976.24	23,976.24	23,976.24		141,885.16
Equity Return					38,677.20		38,677.20
Net Expense					(14,700.96)		103,207.96

*FY 25 - lease budgeted for 10 months



Prepared For: City of Montgomery, Texas

Date 06/28/2024

AE/AM JJK/JJK

Unit

Year 2025 Make Chevrolet Model Silverado 2500HD

Series Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB

Vehicle Order Type Ordered Term 60 State TX Customer# 641130

\$ 47,146.40	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State <u>TX</u>
\$ 158.50 *	Initial License Fee
\$ 50.00 *	Registration Fee
\$ 470.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 47,616.40 Total Capitalized Amount (Delivered Price)\$ 714.25 Depreciation Reserve @ 1.5000%\$ 225.24 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²\$ 939.49 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 53.23 Full Maintenance Program ³ Contract Miles 55,000Incl: # Brake Sets (1 set = 1 Axle) 0\$ 53.23 Additional Services SubTotal\$ 0.00 Use Tax 0.0000%

State

\$ 992.72 Total Monthly Rental Including Additional Services\$ 4,761.40 Reduced Book Value at 60 Months\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color (0 I) Jet Black w/Vinyl Seat Trim

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.0600 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 11,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Quantity = 2

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Montgomery, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Pricing Plan Delivery Charge	B	\$ 250.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 250.00
Total Other Charges Capitalized		\$ 470.00
Other Charges Total		\$ 720.00

VEHICLE INFORMATION:

2025 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CK20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,151.4	\$50,900.00 (Est.)
Total Options	\$0.00	\$0.00 (Est.)
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,146.40	\$52,895.00 (Est.)

SELECTED COLOR:

Exterior:GAZ-(0 P) Summit White

Interior:H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC (Est.)
A60	Locking Tailgate	Included	Included (Est.)
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included (Est.)
ACCESS	Chevrolet Connected Access Capable	Included	Included (Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included (Est.)
AKP	Solar Absorbing Tinted Glass	Included	Included (Est.)
AQQ	Remote Keyless Entry	Included	Included (Est.)
AU3	Power Door Locks	Included	Included (Est.)
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included (Est.)
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD (Est.)
BG9	Rubberized-Vinyl Floor Covering	Included	Included (Est.)
BLUE	Bluetooth For Phone	Included	Included (Est.)
BTM	Push Button Start	Included	Included (Est.)
CMPS	Compass	Included	Included (Est.)
DUD	High-Visibility Vertical Trailing Mirrors	Included	Included (Est.)
E63	Durabed Pickup Bed	Included	Included (Est.)
GAZ_01	(0 P) Summit White	NC	NC (Est.)
GT4	3.73 Rear Axle Ratio	Included	Included (Est.)
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC (Est.)
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD (Est.)
JGF	GVWR: 10,650 lbs (4,831 kg)	Included	Included (Est.)
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included (Est.)
KW7	170 Amp Alternator	Included	Included (Est.)
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included (Est.)
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included (Est.)
MCAP	Black Mirror Caps	Included	Included (Est.)
MKM	Transmission: Allison 10-Speed Automatic	Included	Included (Est.)
N33	Manual Tilt-Wheel Steering Column	Included	Included (Est.)
NQF	2-Speed Electronic Shift Transfer Case	Included	Included (Est.)
PAINT	Solid Paint	STD	STD (Est.)
PPW	Wireless Phone Projection	Included	Included (Est.)
PYN	Wheels: 17" Silver Painted Steel	Included	Included (Est.)
QHQ	Tires: LT245/75R17E AS BW	Included	Included (Est.)

CODE	DESCRIPTION	INVOICE	MSRP
QK1	Standard Tailgate	Included	Included (Est.)
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included (Est.)
STDTM	Vinyl Seat Trim	STD	STD (Est.)
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included (Est.)
UE1	OnStar & Chevrolet Connected Services Capable	Included	Included (Est.)
UQF	6-Speaker Audio System	Included	Included (Est.)
UVB	HD Rear Vision Camera	Included	Included (Est.)
VH6	Black Front Bumper	Included	Included (Est.)
VJG	Black Rear Bumper	Included	Included (Est.)
VV4	Wi-Fi Hotspot Capable	Included	Included (Est.)
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC (Est.)
Z85	Suspension Package	Included	Included (Est.)

CONFIGURED FEATURES:

Item 3.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
 Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



FLEET MANAGEMENT

Item 3.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 1st day of July, 2024, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

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

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

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, 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. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. 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 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: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or 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.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of, Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

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

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

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

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

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

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of 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 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; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

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

LESSEE: City of Montgomery

Signature: _____

By: Sara Countryman

Title: Mayor

Address: 101 Old Plantersville Rd
Montgomery, TX 77316

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

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

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 1st day of July, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 1st day of July, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Montgomery, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

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 Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

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

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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 Montgomery, Texas (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

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

By _____

Title: _____

FLEET MANAGEMENT**FULL MAINTENANCE AGREEMENT**

This Full Maintenance Agreement (this "Agreement") is made and entered into this 1st day of July 2024, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Montgomery ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 1st day of July, 2024, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as Lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

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

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

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

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

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

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

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

LESSEE: City of Montgomery

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: Sara Countryman

By: _____

Title: Mayor

Title: _____

Address: 101 Old Plantersville Rd

Address: _____

Montgomery, TX 77316

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 1st day of July 2024, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Montgomery (the "Company").

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

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

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

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

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

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

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

- 7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.
- 8. FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card.
- 9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

COMPANY: City of Montgomery

Signature: _____

By: Sara Countryman

Title: Mayor

Address: 101 Old Plantersville Rd
Montgomery, TX 77316

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Montgomery City Council
AGENDA REPORT

Meeting Date: July 1, 2024	Budgeted Amount: N/A
Department: Administration	Prepared By: Maryann Carl

Subject

Discussion and possible action to enter into a consignment auction agreement with Enterprise Fleet Management for future sale of vehicles determined to surplus.

Discussion

The agreement allows the City to use Enterprise Fleet Management for the sale of vehicles designated at surplus. This does not exclude the City from utilizing other means for sale of such vehicles.

Approved By

Finance Director	Maryann Carl	Date: 6/28/2024
City Administrator	Gary Palmer	Date: 6/28/2024

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Montgomery (hereinafter referred to as "CUSTOMER"), on the other hand on this 1st day of June, 2024 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles 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 assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 495 or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise 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 and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(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 5. 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.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, 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.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, 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. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, 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 EFM, Enterprise, their employees or officers.
10. Bankruptcy: 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, EFM or 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 EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER 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. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: 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. Modification: 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. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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. **Authorization:** 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.

19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: **Sara Countryman**

Title: **Mayor**

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Montgomery (hereinafter referred to as "CUSTOMER") on this 1st day of July, 2024 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Municipal Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles 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. **Power of Attorney:** 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 and 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 \$ 495 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (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 and 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 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.
- 7. **Indemnification and Hold Harmless:** 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.

8. Liens, Judgments, Titles and Defects: 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. Odometer: 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. Bankruptcy: 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. Insurance: 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. Term: 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. Modification: 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. Liability Limit: 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. Authorization: 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"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: Sara Countryman

Title: Mayor

Date Signed: _____, _____

Montgomery City Council
AGENDA REPORT

Meeting Date: July 1, 2024	Budgeted Amount:
Department: Municipal Court	
Prepared By: Kimberly Duckett	Exhibits: Resolution
Date Prepared: June 28, 2024	

Subject

Appointment of Temporary Associate Judge

Recommendation

Appoint Temporary Associate Judge Shelytha Alexander-Simmons

Discussion

Judge Chad Peace will be absent from proceedings on July 11, 2024. Judge peace has found and is recommending that Judge Shelyth Alexander-Simmons be appointed as a Temporary Associate Judge to preside over the Municipal Court on July 11, 2024.

Approved By

City Administrator	Gary Palmer, City Administrator	Date: June 28, 2024
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPOINTING A TEMPORARY REPLACEMENT ASSOCIATE JUDGE TO ACT IN PLACE OF THE PRESIDING MUNICIPAL COURT JUDGE IN HIS ABSENCE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chad Peace was appointed as The City of Montgomery's Municipal Court Judge on July 14, 2022; and

WHEREAS, Judge Peace will be unable to preside over the Municipal Court on July 11, 2024; and

WHEREAS, Section 29.006 of the Texas Government Code provides for the appointment of a temporary replacement Judge in General-Law Municipalities; and

WHEREAS, City Council has determined that it is necessary to appoint a Temporary Replacement Associate Judge to preside over the Municipal Court on July 11, 2024.

NOW, THEREFORE, LET IT BE RESOLVED by the City Council of the City of Montgomery that:

SECTION 1. DESIGNATION. Shelytha Alexander-Simmons is hereby appointed to temporarily act in the place of Judge Peace presiding over the Municipal Court on July 11, 2024.

SECTION 2. Repealer. All resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 3. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this resolution, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4. Effective Date. This resolution shall become effective immediately from and after its passage in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this the 1st day of July, 2024.

Sara Countryman, Mayor

ATTEST:

APPROVED AS TO FORM:

James Greene, City Secretary

Alan Petrov, City Attorney