

Georgetown-Scott County
Parks & Recreation
140 Pavilion Drive
Georgetown, KY 40324

parks&recreation
GEORGETOWN-SCOTT COUNTY

Phone: (502) 863-7865

Fax: (502) 867-3710

February 19, 2024

Dear Board Member,

The monthly meeting of the Georgetown-Scott County Parks and Recreation Board will be held on Monday February 19, 2024, at 5:30 pm at the Pavilion. Several important topics will be discussed. Your presence will be greatly appreciated.

Sincerely,
Victoria Miller
Office Manager



Phone: (502) 863-7865

Fax: (502) 867-3710

Board Meeting

AGENDA

February 19, 2024

The monthly meeting of the Georgetown-Scott County Parks and Recreation Board will be held on February 19, 2024, at 5:30 pm at the Pavilion, 140 Pavilion Drive, Georgetown KY.

1. Call to Order and Roll Call
2. Approval of Agenda
3. Public Comments
4. Consent Agenda
 - A. Approval of the minutes for the January 16, 2023, Board Meeting
5. Bills for approval
6. Old Business
7. Staff Reports
 - A. Bookkeepers Report – Vicki Miller
 - B. Directors Report- Kim Rice
 - i. Administration
 - ii. Facilities/Parks
 - iii. Programs
8. New Business
 - A. OSO Report Futbol Club
 - B. OSO Report Youth Football
 - C. Background Checks DT Wells
 - D. Executive Session per KRS61.810(1)(f) and KRS61.815(2)
9. Board Member’s Comments
10. Adjournment

Growing Strong Roots for a Healthy Community®

Georgetown Scott County Parks and Recreation

Minutes

January 16, 2024

5:30 pm

1) Call to Order and Roll Call; DT Wells called the January 16, 2024, Parks and Recreation Board meeting to order. Ron Flannery, Temple Juett, Sharon Flynt, Michael Johnson, Andrea Giusti, Bill Hamilton, Dale Stowe, and Turron Happy were present. Others present Ednal Maynard, Ben Willis, Katie Posey, Bryan Parker, Vicki Miller.

2) Approval of Agenda: DT Wells requested the January 16, 2024 meeting agenda to be approved, Dale Stowe made the motion to accept the agenda seconded by Andrea Giusti. The motion was unanimously approved.

3) Public Comments: None

4) Consent Agenda

Approval of Minutes: DT Wells requested the December 18, 2023 minutes to be approved. Ron Flannery made a motion to approve the minutes, seconded by Temple Juett. The motion was unanimously approved.

5) Bills for Approval 12/18/2023: DT Wells asked that the Board Treasury look at the bills 10 minutes prior to the meeting, if possible. Ron Flannery made a motion to approve the bills, seconded by Dale Stowe. The motion was unanimously approved.

6) Old Business

1. Marshall Park Dugouts: Draftsman was hired and draft complete. Provided to the city. The city has taken over the project.

2. Service Fee on Rentals:

<https://public.powerdms.com/GSCPRD/documents/3057053>

The updated service fees for the Revenue Producing Events have been presented by Vicki Miller. These updates are only for Events based revenue received by an organization that are not associated with Extension Office 4-H. The Board had agreed to schedule the Youth Livestock Showcase and Sale's rental on Aug. 9 – 10, 2024. They will be paying half of rental fees such \$57.50 fee for Open Barn rental, \$125 fee for Concession Building rental but must pay the \$250 deposit. The new GSC proposed Service Fee for rental(s) update was tabled to the next meeting.

7) Staff Reports

- A. Bookkeeper: Vicki Miller informed the board that the current balance is 1,310,997.71 vs last year's 973,365.35. Next month be looking for the open records and open meetings information and will need signatures for those. Financial Statements are attached but still no Payroll Expenses are showing up on the report.
- B. Director's Report 01/16 /2024 – Kim Rice not in attendance due to a conflict in her meeting schedule. Ednal Maynard discussed the Director's Report.
 1. Administration
 - a. Financials
 - i. Missing Expenditures:

1. Payroll and all related expenses
 2. Liability payments
 3. Expenditures are overemphasized due to utility encumbrances which need to be removed due to being stalled.
- b. Masterplan: 94% Complete
- i. Steering Committee Meeting was January 10th.
 - ii. Meeting with Judge/Mayor was on January 12th.
 - iii. Meeting with Interlocal Committee today at 4:00pm
 - iv. Next Stage is Meeting with Steering Committee with final report.
- c. Employee Retention
- i. 55 Positive Feedbacks to employees since September
 - ii. Employee of the Month
 1. Tyler Hanes: December
 2. Katrina Crillo: January
 - iii. Interdepartmental Committee: Meeting Wednesday, January 17
 1. Tinal Lilly – EDLC Management
 2. Bryan Parker – Aquatics Management
 3. Daniel Adams – Facilities (Full-time)
 4. Megan Miller – Parks (Full-time)
 5. Audrey Patterson – Administration (Part-time)
 6. Katrina Crillo – Pavilion (Part-time)
 - iv. Management working as a team for program development and implementation.
 - v. Current Aquatics staffing: 36 compared to 18 this time last year. Bryan is now an IT and is able to train Lifeguard Instructors to assist with staff development. Training by May 2024.
 - vi. Employee Training/Inservice
 1. EDLC: January 11th
 2. Pavilion: January 7th
- d. Compensation Study
- i. Consultant met with both the city and the county.
 - ii. Met with consultant at 2:00 today.
- e. CAPRA
- i. 38% Complete (58 Standards), 11% in progress (17 standards) Of 154 standards. Previous month: 34% Complete (52 standards), 14% in progress (21 standards)
- f. Appointing Michael Woolums as Interim Parks Maintenance Manager when FMLA paperwork for Larry is received.
2. Facilities/Parks
- a. EDLC
 - i. No report
 - b. Pavilion
 - i. Recovery Rate: See Report
 - ii. Potential Capital Requests FY 25:

1. Slide Restoration at SFAC
 2. Epoxy Flooring for pool deck and locker rooms @ Pavilion
 3. Countertops for Locker rooms @ Pavilion
 4. Gym Lights @ Pavilion
 5. Natatorium Lights @ Pavilion
- c. Parks
- i. Staff removed the insulation in order to save money on project. Shop insulation is complete.
 - ii. Installed GSCFOTP donated bench at the Coroner's office
 - iii. Brookings Park
 1. Installed new scoreboard at Lois Holmes Field
 2. Trimmed and removed trees. Waiting on city with grabber to pick up debris.
 3. Fixing yellow gate off of Cardinal drive after an accident
 4. Facilities Maintenance is going to be repainting the Concessions building in the next couple of weeks.
 - iv. Marshall Park
 1. Set 1 beams for new scoreboard for Marshall Park Softball #1
 - v. Scott County Park
 1. Fixing water leak
3. Programs
- a. EDLC
 - i. Daily participants: 276
 1. Rentals: 100
 - ii. Programs
 1. Crocheting: 40
 2. Tutoring: 24
 3. Meetings: 0
 - iii. Special Events
 1. Brunch with the Grinch: 45
 2. Baking with Mrs. Claus (2 sessions): 17
 3. Still Waters' Dinner for Homeless Youth: 85
 - b. Pavilion
 1. Daily Participants: 2,770
 2. Memberships: 4,340
 3. Rentals:
 4. Programs:
 - a. Homeschool Gym and Swim:
 - b. Start Smart Basketball: 12
 - c. Fun Express:
 - d. Special Olympics:
 5. Special Events:
 - a. Lumberjack Christmas
 - ii. Aquatics Programs

1. ARC is releasing a new lifeguard course to replace the current. The goal is to have all current staff updated by May.
 2. Learn to swim has 62 participants enrolled for February session. Session is closed.
- iii. Organized Sports Organizations (OSO):
1. Softball Appeal: Cannot find a time where all parties are available
 2. Met with GFC (Soccer): December 18th
- c. Parks
- i. No Report

8) New Business

A. Welcome New Board Member – DT Wells introduced the new board member, Turron Happy, appointed by the Mayor’s Office to replace Marlin McKay. Turron will be on the Administration and Finance Committee

B. Special Board Meeting will be January 27, 2024, which will be the Park’s Tour.

9) Board Member Comments – No Comments

10) Adjournment - Andrea Giusti made a motion to adjourn seconded by Dale Stowe.

The motion was unanimously approved.

11) Resolutions:

RES#24-031 - The Board had agreed to schedule the Youth Livestock Showcase and Sale’s rental on Aug. 9 – 10, 2024. They will be paying half of rental fees such \$75 fee for Open Barn rental, \$125 fee for Concession Building rental but must the \$250 deposit.

RES#24-032 - The new GSC proposed Service Fee on Rental update will be tabled to the next meeting.

Georgetown-Scott Parks & Recreation Payment Batch Report

Batch ID: 846 Batch Description: Added Bills Detail Report 2-19-24 (Jan 2024 Bills)
 Journal Date: 2/19/2024 Posted Date: 2/19/2024 Control Total: \$1,014.10

Check Number	Pay To	Invoice Number	Payment Description			Payment Amount
Payment Type	Pay To Address		Cashed	Printed	Voided	
0000200281	Ferguson Enterprises, Inc.	5589843, 5529896, 5529896	Air filters for roof top units			\$229.10
Checks - Whitaker Bank	PO Box 100286 Atlanta, GA 30384-0286		Yes			
<hr style="border-top: 1px dashed black;"/>						
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
5529896	01/16/2024	1	Air filters for roof top units 6-18x24x2, 2-20x24x	100-521-10300-53215	PO 2024-00408, Line 1	\$138.47
5529896	01/16/2024	1	12 Faucet adapters/Plumbing supplies	100-521-10300-53215	PO 2024-00383, Line 1	\$138.47
5589843	01/31/2024	1	Air filters for roof top units 6-18x24x2, 2-20x24x	100-521-10300-53215	PO 2024-00408, Line 1	(\$47.84)
<hr style="border-top: 1px dashed black;"/>						
0000200282	IdentiSys Inc.	655086	Zebra Ribbon and Blank Cards for Memberships			\$785.00
Checks - Whitaker Bank	PO Box 1086 Minnetonka, MN 55345-0086		Yes			
<hr style="border-top: 1px dashed black;"/>						
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
655086	02/15/2024	1	Zebra Ribbon and Blank Cards for Memberships	100-525-10300-53225	PO 2024-00456, Line 1	\$785.00
<hr style="border-top: 1px dashed black;"/>						
Batch 846 Total:						\$1,014.10

Georgetown-Scott Parks & Recreation Payment Batch Report

Batch ID: 726 Batch Description: Prepayments: Monthly Electric Bills Early January 2024
 Journal Date: 2/6/2024 Posted Date: 1/23/2024 Control Total: \$2,712.95

Check Number	Pay To	Invoice Number	Payment Description	Payment Amount
Payment Type	Pay To Address		Cashed Printed Voided	
0000000022	Kentucky Utilities Company	January 2024 Early Bills	Prepaid Invoice: Monthly Electric Bills Early January 2024	\$2,712.95
EFT - Whitaker Bank		PO Box 25212 Lehigh Valley, PA 18002-5212		
			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
January 2	01/10/2024	1	3000-0477-74661220 Cincinnati Rd. Bn-Shop	100-523-10600-52263	PO 2024-00028, Line 1	\$553.23
January 2	01/10/2024	2	3000-0400-4176151 Ed Davis Ln.	200-523-10200-52263	PO 2024-00028, Line 2	\$280.55
January 2	01/10/2024	3	3000-0298-4288NA Elkhorn Creek Pk.	100-523-10611-52263	PO 2024-00028, Line 3	\$176.84
January 2	01/10/2024	4	3000-0027-0730NA Markham Dr.	100-523-10616-52263	PO 2024-00028, Line 4	\$45.82
January 2	01/10/2024	5	3000-0369-7442NA Louie B Nunn Dr. Ball	100-523-10616-52263	PO 2024-00028, Line 5	\$320.80
January 2	01/10/2024	6	3000-0586-6755NA Louie B Nunn Dr. Batting Cage (SC	100-523-10616-52263	PO 2024-00028, Line 6	\$1,214.60
January 2	01/10/2024	7	3000-0680-8111NA Louie B Nunn Dr. Ball	100-523-10616-52263	PO 2024-00028, Line 7	\$49.21
January 2	01/10/2024	8	3000-0371-2191NA Louie B Nunn Dr.	100-523-10616-52263	PO 2024-00028, Line 8	\$71.90

Batch 726 Total: \$2,712.95

Payment Batch Report

Batch ID: 750
Journal Date: 2/6/2024

Batch Description: Prepayments: Monthly Gas Bill January 2024
Posted Date: 2/5/2024

Control Total: \$447.00

Check Number	Pay To	Invoice Number	Payment Description	Payment Amount
Payment Type	Pay To Address		Cashed Printed Voided	
0000000023	Columbia Gas of Kentucky	0040005 1/2024	Prepaid Invoice: Monthly Gas Bill January 2024	\$447.00
EFT - Whitaker Bank	PO Box 4660 Carol Stream, IL 60197-4629		Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0040005	01/24/2024	1	106891370040005 146 Ed Davis Lane	200-523-10200-52253	PO 2024-00050, Line 1	\$447.00

Batch 750 Total: \$447.00

Payment Batch Report

Batch ID: 792 Batch Description: Prepayments: Monthly Gas Bill January 2024 140 Pavilion Dr.
 Journal Date: 2/20/2024 Posted Date: 2/7/2024

Control Total: \$5,866.26

Check Number	Pay To	Invoice Number	Payment Description	Payment Amount
Payment Type	Pay To Address		Cashed Printed Voided	
0000000034	Columbia Gas of Kentucky	0030006 01/2024	Prepaid Invoice: Monthly Gas Bill January 2024 140 Pavilion Dr.	\$5,866.26
EFT - Whitaker Bank	PO Box 4660 Carol Stream, IL 60197-4629		Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0030006	02/06/2024	1	140 Pavilion Dr. 0030006 (Pavilion 96%)	100-523-10300-52253	PO 2024-00427, Line 1	\$5,631.61
0030006	02/06/2024	2	140 Pavilion Dr. 0030006 (Admin 4%)	100-523-10100-52253	PO 2024-00427, Line 2	\$234.65

Batch 792 Total: \$5,866.26

Payment Batch Report

Batch ID: 806
Journal Date: 2/9/2024

Batch Description: Early Paid Bills Detail Report Jan 2024
Posted Date: 2/9/2024

Control Total: \$23,201.44

Check Number	Pay To	Invoice Number	Payment Description	Payment Amount		
Payment Type	Pay To Address		Cashed Printed Voided			
0000200235	Amazon Capital Services	1RNT-PNFN-6M13 #4, 1RNT-PNFN-6M13 #3, 1RNT-PNFN-6M13 #2, 1RNT-PNFN-6M13	Pickleball Nets	\$928.33		
Checks - Whitaker Bank P.O. Box 035184 Seattle, WA 98124-5184			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1RNT-PN	02/01/2024	1	OSO Volunteer Namebadge Supplies	100-521-28600-53215	PO 2024-00354, Line 1	\$178.50
1RNT-PN	02/01/2024	1	OSO Volunteer Badge Supplies	100-521-28600-53215	PO 2024-00386, Line 1	\$314.96
1RNT-PN	02/01/2024	1	Sandwich Board	100-520-10300-50001	PO 2024-00385, Line 1	\$176.90
1RNT-PN	02/01/2024	1	Pickleball Nets (3)	100-521-23300-53215	PO 2024-00387, Line 1	\$257.97
0000200236	American Business Systems Inc.	35827201	Monthly Copier Lease/Usage January 2024			\$790.35
Checks - Whitaker Bank PO Box 660831 Dallas, TX 75266-0831			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
35827201	01/30/2024	1	Parks/Administration	100-526-10100-54317	PO 2024-00048, Line 1	\$564.50
35827201	01/30/2024	2	Pavilion	100-526-10300-52999	PO 2024-00048, Line 2	\$150.00
35827201	01/30/2024	3	Ed Davis Learning Center	200-526-10200-52999	PO 2024-00048, Line 3	\$75.85
0000200242	Charter Communications	135010701020124	Monthly Cable/Internet Bill January 2024			\$129.99
Checks - Whitaker Bank PO Box 6030 Carol Stream, IL 60197-6030			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
13501070	02/01/2024	1	100 Fairgrounds Rd./ Concession Building	100-523-10601-52243	PO 2024-00005, Line 2	\$129.99
0000200241	Charter Communications	135006201020124	Monthly Cable/Internet Bill January 2024			\$149.98
Checks - Whitaker Bank PO Box 6030 Carol Stream, IL 60197-6030			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
13500620	02/01/2024	1	200 Airport Rd./ SFAC	100-523-10500-52243	PO 2024-00005, Line 4	\$149.98
0000200240	Charter Communications	135009401020124	Monthly Cable/Internet Bill January 2024			\$235.17
Checks - Whitaker Bank PO Box 6030 Carol Stream, IL 60197-6030			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
13500940	02/01/2024	1	151 Ed Davis Lane/ Ed Davis Learning Center	200-523-10200-52243	PO 2024-00005, Line 5	\$235.17
0000200239	Charter Communications	135013601020124	Monthly Cable/Internet Bill January 2024			\$149.98
Checks - Whitaker Bank PO Box 6030 Carol Stream, IL 60197-6030			Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
13501360	02/01/2024	1	1240 Cincinnati Rd./ Outdoor Maintenance Building	100-523-10600-52243	PO 2024-00005, Line 3	\$149.98

Payment Batch Report

0000200237	Charter Communications	135013001020124	Monthly Cable/Internet Bill January 2024	\$506.54		
Checks - Whitaker Bank		PO Box 6030 Carol Stream, IL 60197-6030	Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
13501300	02/01/2024	1	140 Pavilion Drive/ Pavilion (96%)	100-523-10300-52243	PO 2024-00005, Line 6	\$486.27
13501300	02/01/2024	2	140 Pavilion Drive/Pavilion (4% Administrative)	100-523-10100-52243	PO 2024-00005, Line 7	\$20.27
0000200238	Charter Communications	0300383011724	Monthly Cable/Internet Bill January 2024	\$173.84		
Checks - Whitaker Bank		PO Box 6030 Carol Stream, IL 60197-6030	Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
03003830	01/17/2024	1	325 Louie B Nunn Dr./ Suffoletta Park	100-523-10616-52243	PO 2024-00005, Line 1	\$173.84
0000200243	Georgetown Municipal Water	January 2024 Stmt, January 2024 Stmt 2	Monthly Water Bill January 2024	\$5,221.10		
Checks - Whitaker Bank		P.O. Box 640 Georgetown, KY 40324-0640	Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
January 2	01/01/2024	1	05751-001 200 Jacobs Dr./SFAC	100-523-10500-52273	PO 2024-00047, Line 1	\$40.63
January 2	01/01/2024	2	07178-001 162-165 Scroggins Dr./ Batting Cage	100-523-10616-52273	PO 2024-00047, Line 2	\$32.63
January 2	01/01/2024	3	07178-002 Louie B Nunn Dr./ Field #1	100-523-10616-52273	PO 2024-00047, Line 3	\$25.23
January 2	01/01/2024	4	07178-003 162-165 Scroggins Dr./ Field #2 & #4	100-523-10616-52273	PO 2024-00047, Line 4	\$17.23
January 2	01/01/2024	5	07178-004 Louie B Nunn Dr./ Field #3	100-523-10616-52273	PO 2024-00047, Line 5	\$17.23
January 2	01/01/2024	6	07178-005 162-165 Scroggins Dr./ Picnic Shelter	100-523-10616-52273	PO 2024-00047, Line 6	\$30.78
January 2	01/01/2024	7	07178-006 Louie B Nunn Dr./ Concession Stand	100-523-10616-52273	PO 2024-00047, Line 7	\$30.78
January 2	01/01/2024	8	07178-007 Horse Shoe Pit	100-523-10616-52273	PO 2024-00047, Line 8	\$16.25
January 2	01/01/2024	9	14441-001 Royal Spring Park	100-523-10617-52273	PO 2024-00047, Line 9	\$17.23
January 2	01/01/2024	10	14441-002 S. Water St. Park	100-523-10617-52273	PO 2024-00047, Line 10	\$17.23
January 2	01/01/2024	11	14464-001 151 Ed Davis Lane	200-523-10200-52273	PO 2024-00047, Line 11	\$110.93
January 2	01/01/2024	12	14464-002 145 Ed Davis Lane	100-523-10604-52273	PO 2024-00047, Line 12	\$25.23
January 2	01/01/2024	13	14505-001 1260 Cincinnati Pike	100-523-10600-52273	PO 2024-00047, Line 13	\$16.30
January 2	01/01/2024	14	14505-002 1240 Cincinnati Pike	100-523-10600-52273	PO 2024-00047, Line 14	\$30.78
January 2	01/01/2024	15	14505-003 0 Long Lick Entrance	100-523-10600-52273	PO 2024-00047, Line 15	\$17.23
January 2	01/01/2024	16	14505-004 140 Pavilion Dr./Upstairs/ Skatepark (100-523-10300-52273	PO 2024-00047, Line 16	\$181.06
January 2	01/01/2024	17	14505-004 140 Pavilion Dr./ Upstairs/ Skatepark (100-523-10100-52273	PO 2024-00047, Line 17	\$1.83
January 2	01/01/2024	18	14505-005 140 Pavilion Dr. (99%)	100-523-10300-52273	PO 2024-00047, Line 18	\$4,315.81
January 2	01/01/2024	19	14505-005 140 Pavilion Drive (1%)	100-523-10100-52273	PO 2024-00047, Line 19	\$43.60
January 2	01/01/2024	20	14505-006 Marshall Drive Park	100-523-10609-52273	PO 2024-00047, Line 20	\$38.79
January 2	01/01/2024	21	14505-007 200 Airport Rd./ Parks & Rec	100-523-10609-52273	PO 2024-00047, Line 21	\$32.63
January 2	01/01/2024	22	14515-001 Scott County Park	100-523-10618-52273	PO 2024-00047, Line 22	\$145.44
January 2	01/01/2024	1	14505-008 Long Lick Pike	100-523-10618-52273	PO 2024-00047, Line 23	\$16.25
0000200244	Georgetown/Scott Co. Chamber of Commerce	1727	Scott Co. Chamber Women In Business Breakfast	\$15.00		
Checks - Whitaker Bank		160 East Main Street Georgetown, KY 40324	Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1727	01/08/2024	1	Scott Co. Chamber Women In Business Breakfast	100-531-10100-54277	PO 2024-00391, Line 1	\$15.00

Payment Batch Report

0000200245	Kentucky Humanities Council	2-24-24	Actor for BHM Event/ Life of Col. Charles Young	\$200.00		
Checks - Whitaker Bank	206 East Maxwell Street Lexington, KY 40508		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2-24-24	01/11/2024	1	Actor for BHM Event/ Life of Col Charles Young	200-526-27200-52023	PO 2024-00390, Line 1	\$200.00
0000200246	Nextiva Inc.	40002264306	Monthly Office Phone Fees January 2023	\$979.59		
Checks - Whitaker Bank	P.O. Box 207330 Dallas, TX 75320-7330		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
40002264	01/21/2024	1	Pavilion (96%)	100-523-10300-52223	PO 2024-00057, Line 1	\$605.75
40002264	01/21/2024	2	Pavilion (4% Administrative)	100-523-10100-52223	PO 2024-00057, Line 2	\$30.93
40002264	01/21/2024	3	SFAC	100-523-10500-52223	PO 2024-00057, Line 3	\$66.75
40002264	01/21/2024	4	Outdoor Maintenance Building	100-523-10600-52223	PO 2024-00057, Line 4	\$70.27
40002264	01/21/2024	5	Ed Davis Learning Center	200-523-10200-52223	PO 2024-00057, Line 5	\$205.89
0000200247	Republic Services #993	0993-003122657	Monthly Trash Removal Services January 2024	\$2,405.14		
Checks - Whitaker Bank	PO Box 9001099 Louisville, KY 40290-1099		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0993-0031	01/25/2024	1	140 Pavilion Dr./ Pavilion	100-526-10300-52283	PO 2024-00031, Line 1	\$485.25
0993-0031	01/25/2024	2	200 Airport Rd./ SFAC	100-526-10500-52283	PO 2024-00031, Line 2	\$804.70
0993-0031	01/25/2024	3	800 E. Jackson Street/ Outdoor Maintenance	100-526-10600-52283	PO 2024-00031, Line 3	\$1,115.19
0000200248	TLC Designs	1727	Marshall Park Dugout Design Drawing	\$555.00		
Checks - Whitaker Bank	117 Kenton Way Georgetown, KY 40324		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1727	01/08/2024	1	Marshall Park Dugout Design Drawing	100-526-10609-52023	PO 2024-00393, Line 1	\$555.00
0000200249	United Rentals (North America), Inc.	226962190-003, 223146235-004, 223146315-006, 223146315-007, 223127795-007, 223121164-009, 223127478-008	Monthly Portable Toilet Rentals	\$1,155.00		
Checks - Whitaker Bank	P.O. Box 100711 Atlanta, GA 30384-0711		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
22312116	01/25/2024	1	Marshall Park	100-526-10609-52293	PO 2024-00002, Line 7	\$140.00
22312747	01/25/2024	1	Scott County Park	100-526-10618-52293	PO 2024-00002, Line 3	\$110.00
22312779	01/25/2024	1	Oxford Park	100-526-10612-52293	PO 2024-00002, Line 8	\$110.00
22314623	11/03/2023	1	Brooking Park	100-526-10601-52293	PO 2024-00002, Line 1	\$330.00
22314631	12/29/2023	1	Pavilion Playground	100-526-10613-52293	PO 2024-00002, Line 9	\$155.00
22314631	08/10/2023	1	Pavilion Playground	100-526-10613-52293	PO 2024-00002, Line 9	\$155.00
22696219	01/05/2024	1	Brooking Park	100-526-10601-52293	PO 2024-00002, Line 1	\$155.00
0000200250	Verizon Wireless	9954951378	Monthly Salary/F-Time Cell Phone Bill Jan 2024	\$978.13		
Checks - Whitaker Bank	P.O. Box 16810 Newark, NJ 07101-6810		Yes			
Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount

Payment Batch Report

99549513	01/23/2024	1	Administration Salary/F-Time Cell Phone Bill	100-523-10100-52233	PO 2024-00054, Line 1	\$247.70
99549513	01/23/2024	2	Pavilion Salary/F-Time Cell Phone Bill	100-523-10300-52233	PO 2024-00054, Line 2	\$49.54
99549513	01/23/2024	3	Outdoor Maintenance Salary/F-Time Cell Phone Bill	100-523-10600-52233	PO 2024-00054, Line 3	\$294.10
99549513	01/23/2024	4	EDLC Salary Cell Phone Bill	200-523-10200-52233	PO 2024-00054, Line 4	\$49.54
99549513	01/23/2024	5	Facility Maintenance Salary/F-Time Cell Phone Bill	100-523-10650-52233	PO 2024-00054, Line 5	\$198.16
99549513	01/23/2024	6	Aquatics Salary Cell Phone Bill	100-523-10350-52233	PO 2024-00054, Line 6	\$99.08
99549513	01/23/2024	7	Special Events Hotspot	100-523-27100-52233	PO 2024-00054, Line 7	\$40.01

0000200251	Walmart	January Stmt 2024, January Stmt 2024, January 2024 Stmt, January 2024 Stmt	Pavillion Breakroom TV & Cords	\$182.74
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Checks - Whitaker Bank	P.O. Box 60506 City Of Industry, CA 91716-0506	Yes
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Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
January 2	12/21/2023	1	Pavilion Breakroom TV & Cords	100-521-10300-53315	PO 2024-00361, Line 1	\$148.96
January 2	01/16/2024	1	Board meeting drinks (Mt Dew, Diet Mt.Dew, Dr Pepp	100-521-10100-53215	PO 2024-00384, Line 1	\$13.52
January St	12/21/2023	1	Baking w/ Mrs. Claus Supplies	200-521-27200-53215	PO 2024-00360, Line 1	\$4.82
January St	12/21/2023	1	Photo Paper for EOM Photos	100-525-10100-53225	PO 2024-00405, Line 1	\$15.44

0000200252	Weissman	0018074947	Dance Costumes	\$8,445.56
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Checks - Whitaker Bank	6750 Manchester St. Louis, MO 63139	Yes
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Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
00180749	01/27/2024	1	Dance Costumes	100-530-21300-53415	PO 2024-00424, Line 1	\$8,445.56

Batch 806 Total: \$23,201.44

Georgetown-Scott Parks & Recreation Payment Batch Report

Batch ID: 842 Batch Description: Unpaid Bills Detail Report 2-16-2024

Journal Date: 2/20/2024 Posted Date: 2/16/2024

Control Total: \$47,522.06

Check Number	Pay To	Invoice Number	Payment Description	Payment Type
0000200253	Asian World of Martial Arts, Inc.	1393118-IN	Ghees & Belts	Voided

0000200254	Bluegrass Business Health	00000950	Monthly Drug Screenings Jan 2024	\$239.00
1393118-I	Ghees & Belts	100-530-28300-53415	Purchase Order Line	\$148.09

0000200255	Bowman	394008, 400504	Parks Mapping Plans Continued	\$1,862.00
00000950	New Hire Drug Screenings/Randoms Qty: 9	100-526-10100-52153	Purchase Order Line	\$239.00

0000200256	Brandstetter Carroll Inc.	23044-10	Comprehensive Masterplan Jan 2024	\$3,200.00
394008	Parks Mapping Plans Continued Brookings Park	100-526-10601-52023	Purchase Order Line	\$190.00
394008	Parks Mapping Plans Continued Scott County Park	100-526-10618-52023	Purchase Order Line	\$142.50
394008	Parks Mapping Plans Continued Robert Lomnie Suffol	100-526-10616-52023	Purchase Order Line	\$95.00
394008	Parks Mapping Plans Continued Marshall Parks	100-526-10609-52023	Purchase Order Line	\$142.50
394008	Parks Mapping Plans Continued Lower Great Crossing	100-526-10606-52023	Purchase Order Line	\$47.50
394008	Parks Mapping Plans Continued Upper Great Crossing	100-526-10606-52023	Purchase Order Line	\$190.00
400504	Parks Mapping Plans Continued Ed Davis Park	100-526-10604-52023	Purchase Order Line	\$142.50
400504	Parks Mapping Plans Continued Lisle Rd. Soccer Com	100-526-10608-52023	Purchase Order Line	\$304.00
400504	Parks Mapping Plans Continued Oxford Road Park	100-526-10612-52023	Purchase Order Line	\$142.50
400504	Parks Mapping Plans Continued Pavillion Park	100-526-10613-52023	Purchase Order Line	\$142.50
400504	Parks Mapping Plans Continued Royal Spring Park	100-526-10617-52023	Purchase Order Line	\$95.00
400504	Parks Mapping Plans Continued Peninsula Park	100-526-10614-52023	Purchase Order Line	\$228.00

0000200257	Brenntag Mid-South, Inc.	BMS600847, BMS588528	Monthly Brenntag Pool Chemicals	\$1,944.94
0000200256	Brandstetter Carroll Inc.	23044-10	Comprehensive Masterplan Jan 2024	\$3,200.00
23044-10	Comprehensive Masterplan	400-551-10100-52023	Purchase Order Line	\$3,200.00

0000200257	Brenntag Mid-South, Inc.	BMS600847, BMS588528	Monthly Brenntag Pool Chemicals	\$1,944.94
3796	Reliable Parkway Chicago, IL 60686-0037	100-522-10300-53735	Purchase Order Line	\$972.47

BMS5885	Pool Chemicals	100-522-10300-53735	Purchase Order Line	\$972.47
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Payment Batch Report

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
BMS6008	02/12/2024	1	Pool Chemicals	100-522-10300-53735	PO 2024-00033, Line 1	\$972.47
0000200258			Bypass Rental Center			\$284.50
			845 Bypass Rd Winchester, KY 40391			
477582-3	01/11/2024	1	stump grinder rental	100-521-10600-53355	PO 2024-00371, Line 1	\$284.50
0000200259			Combs Welding			\$652.40
			1146 Stamping Ground Road Georgetown, KY 40324			
2024_002	02/09/2024	1	Sheet metal 6x12 Labor and material	100-521-10613-53215	PO 2024-00439, Line 1	\$652.40
0000200260			Cooper Wholesale Inc.			\$802.77
			306 Oddville Avenue Cynthiana, KY 41031			
248781	01/17/2024	1	Cleaning Supplies (Laundry detergent)	100-521-10300-53215	PO 2024-00388, Line 1	\$45.44
248781	01/17/2024	2	Cleaning Supplies (Soft Cling,Blast, Liquid hand so	100-522-10300-53735	PO 2024-00388, Line 2	\$199.89
249590	02/01/2024	1	Pav supplies, Paper towels, toilet tissue, trash b	100-521-10300-53215	PO 2024-00410, Line 1	\$557.44
0000200261			Crown Trophy			\$9.65
			91487			
			Nameplate for Turron Happy/ Board			
			Member Addition			
			2680 Wilhite Drive Lexington, KY 40503			
0000200262			D-C Elevator Company, Inc.			\$110.77
			709 Miles Point Way Lexington, KY 40510			
			Monthly Elevator			
			Inspection/Lubrication Jan 2024			
374781	02/01/2024	1	Monthly Elevator Inspection/Lubrication	100-522-10300-52713	PO 2024-00006, Line 1	\$110.77
0000200263			Georgetown/Scott Co. Chamber of Commerce			\$60.00
			160 East Main Street Georgetown, KY 40324			
			Chamber Of Commerce "Creating Opportunities for Co			
			Opportunities for Co			
			100-531-10100-54277			
35463	10/09/2023	1	Chamber Of Commerce "Creating Opportunities for Co	100-531-10100-54277	PO 2024-00440, Line 1	\$60.00
0000200264			Georgetown/Scott County NAACP Branch			\$135.00
			P O Box 842 Georgetown, KY 40324			
			Feb 2024, 1-19-24			
			MLK Breakfast			
			100-526-10100-54427			
			MLK Breakfast			
			100-526-10100-54427			
			Paper towels, latex gloves			
			0193851-001, 0194078-001,			
			0193996-001, 0193839-001,			
			0194001-001			
0000200265			Global Supply & Floor Equipment			\$586.80
			929 South Broadway Georgetown, KY 40324			
Checks - Whitaker Bank						

Payment Batch Report

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0193839-0	01/26/2024	1	Cleaning supplies, 1st aid kits, dust pans, pads	100-521-10300-53215	PO 2024-00404, Line 1	\$410.00
0193851-0	01/29/2024	1	(1) box of paper towels, (2) boxes large latex g	100-521-10600-53215	PO 2024-00402, Line 1	\$70.60
0193996-0	02/07/2024	1	Shampoo/ hair/ body wash combo	100-521-10300-53215	PO 2024-00437, Line 1	\$54.00
0194001-0	02/13/2024	1	Ink for printer	100-525-10650-53225	PO 2024-00449, Line 1	\$42.20
0194078-0	02/12/2024	1	Light duty mop heads	100-521-10300-53215	PO 2024-00441, Line 1	\$10.00
0000200266			Great Crossing High School		Pavilion Posters	\$108.00
			120 Betsy Way Great Crossing HS (Attn: Hancock)		Yes	
			Georgetown, KY 40324			
500	02/06/2024	1	Pavilion Posters	100-528-10300-52183	PO 2024-00425, Line 1	\$108.00
0000200267			Hillyard - KY		New Trident floor machine	\$9,998.58
			PO Box 802275 Kansas City, MO 64180-2275		Yes	
60537794	01/31/2024	1	New Trident floor machine	100-521-10601-53315	PO 2024-00411, Line 1	\$599.91
60537794	01/31/2024	2	New Trident floor machine	200-521-10200-63315	PO 2024-00411, Line 2	\$499.93
60537794	01/31/2024	3	New Trident floor machine	100-521-10300-53315	PO 2024-00411, Line 3	\$8,198.84
60537794	01/31/2024	4	New Trident floor machine	100-521-10500-53315	PO 2024-00411, Line 4	\$699.90
0000200268			IMI Kentucky LLC		concrete for gate repairs at cardinal drive	\$698.00
			1440 Sellinda Avenue Louisville, KY 40213-1954		Yes	
20784258	02/05/2024	1	concrete for gate repairs at cardinal drive	100-522-10601-52713	PO 2024-00445, Line 1	\$698.00
0000200269			Kentucky State Treasurer		Annual Elevator Hydraulics Inspection for Pavilion	\$125.00
			500 Metro Street- 1st Floor Department of Housing		Yes	
			Elevator Inspection Frankfort, KY 40601-1298			
156858	02/01/2024	1	Annual Elevator Hydraulics Inspection for Pavilion	100-526-10100-52023	PO 2024-00422, Line 1	\$125.00
0000200270			Kiefer Aquatics		LIFEGUARD INCENTIVE	\$152.50
			The Lifeguard Store			
			903 Morrissey Drive Bloomington, IL 61701		Yes	
0000200271			Lowe's Business Account		pump room supplies	\$1,020.52
			76619/15685 Jan 24 Stmt, 98373			
			Jan 2024 Stmt, 77087 Jan 2024			

Payment Batch Report

Stmt, 96165 Jan 2024 Stmt,
 99130 Jan 2024 Stmt, 93728,
 92143 Jan 2024 Stmt, 81530
 Jan 2024 Stmt

Checks - Whittaker Bank PO Box 669824 Dallas TX Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
76619/156	01/29/2024	1	moxie pot pan kitchen	100-521-10350-53215	PO 2024-00406, Line 1	\$8.14
76619/156	01/29/2024	2	warner shoe handle wire	100-521-10350-53215	PO 2024-00406, Line 2	\$7.11
76619/156	01/29/2024	3	bh 20in gong brush	100-521-10350-53215	PO 2024-00406, Line 3	\$13.24
76619/156	01/29/2024	4	bh gong brush 8.5in	100-521-10350-53215	PO 2024-00406, Line 4	\$4.73
77087 Ja	01/29/2024	1	Misc. flex seal supplies (2 tape measurers) for ro	100-521-10300-53215	PO 2024-00407, Line 1	\$364.91
81530 Ja	01/03/2024	1	Skate park lumber (10-2x4x12')	100-521-10613-53215	PO 2024-00350, Line 1	\$46.86
81530 Ja	01/03/2024	2	plumbing supplies (2-1/4" shut off valves, 2 toil	100-521-10300-53215	PO 2024-00350, Line 2	\$165.67
92143 Ja	01/08/2024	1	Misc mounting hooks	100-521-10300-53215	PO 2024-00364, Line 1	\$54.86
92143 Ja	01/08/2024	2	Misc mending brackets, misc hinges	100-521-10601-53215	PO 2024-00364, Line 2	\$16.09
93728	01/23/2024	1	Painting supplies for Concession building (Rags, P	100-521-10601-53215	PO 2024-00395, Line 1	\$99.03
96165 Ja	01/10/2024	1	CLR,wd-40,Gorilla glue	100-522-10300-53735	PO 2024-00372, Line 1	\$51.34
96165 Ja	01/10/2024	2	Wiper fluid	100-522-10300-53755	PO 2024-00372, Line 2	\$5.68
96165 Ja	01/10/2024	3	Snap rings 3/8"x2	100-521-10300-53215	PO 2024-00372, Line 3	\$7.18
98373 Ja	01/25/2024	1	Dustpans, caution tape, squeegees, brooms	100-521-10300-53215	PO 2024-00403, Line 1	\$105.28
99130 Ja	01/11/2024	1	Plumbing supplies for Fav (2,3"90s and 2,4"90s and	100-521-10300-53215	PO 2024-00373, Line 1	\$70.40

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0000200272			Meade Tractor	11851755	chainsaw chains	\$178.94
Checks - Whittaker Bank PO BOX 6195 Johnson City, TN 37602 Yes						
11851755	12/04/2024	1	(2) 61PMM3-44 (2)61PMM3-55(2)26RM3-68	100-521-10600-53115	PO 2024-00287, Line 1	\$178.94

0000200273 Netgain Technologies, Inc. 212010 Meraki Support Annual Contract Renewal \$3,057.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
212010	01/29/2024	1	Meraki Support Annual Contract Renewal	100-527-10100-53525	PO 2024-00396, Line 1	\$3,057.00
Checks - Whittaker Bank 2031 Georgetown Road Lexington, KY 40511 Yes						
0000200274			Pool Renovations LLC	353	Replacing bad tile in Lazy river	\$9,416.30
Checks - Whittaker Bank 5100 Sulphur Well Pike Nicholasville, KY 40356 Yes						
353	01/04/2024	1	Replacing all loose/broken off tile in Lazy river.	100-522-10500-52713	PO 2024-00400, Line 1	\$9,416.30

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0000200275			Southern States	1000082 1/2024	Monthly Vehicle/Equipment Fuel Jan 2024	\$1,480.42
Checks - Whittaker Bank 1141 Paris Road Georgetown, KY 40324-9734 Yes						
1000082	01/31/2024	1	Outdoor Maintenance Vehicle Fuel	100-521-10600-53835	PO 2024-00030, Line 1	\$803.21
1000082	01/31/2024	2	Outdoor Maintenance Equipment Fuel	100-521-10600-53845	PO 2024-00030, Line 2	\$145.81
1000082	01/31/2024	3	Facility Maintenance Vehicle Fuel	100-521-10300-53835	PO 2024-00030, Line 4	\$531.40

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0000200276			Swim Pro Service, Inc.	93577	Monthly Swim Pro Pool Chemicals Jan 2024	\$1,865.28

Checks - Whittaker Bank

Payment Batch Report

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Checks - Whittaker Bank						
93577	01/23/2024	1	Pool Chemicals	100-522-10300-53735	PO 2024-00029, Line 2	\$1,665.28

United Rentals (North America), Inc.				226962190-004, 223146315-005, Monthly Portable Toilet Rentals Jan		\$670.00
				223121164-008, 223127478-007, 2024		
				223127795-006		

Checks - Whittaker Bank						
P.O. Box 100711 Atlanta, GA 30384-0711						
Yes						

22312116	12/28/2023	1	Marshall Park	100-526-10609-52293	PO 2024-00002, Line 7	\$140.00
22312747	12/28/2023	1	Scott County Park	100-526-10618-52293	PO 2024-00002, Line 3	\$110.00
22312779	12/28/2023	1	Oxford Park	100-526-10612-52293	PO 2024-00002, Line 8	\$110.00
22314631	12/28/2023	1	Pavilion Playground	100-526-10613-52293	PO 2024-00002, Line 9	\$155.00
22696219	02/02/2024	1	Brooking Park	100-526-10601-52293	PO 2024-00002, Line 1	\$155.00

Whittaker Bank, N.A.				04041-43831966, Ord	Canva Pro Subscription for	\$4,915.10
				#PH07694235 Jan 2024 Stmt,	Parks/Pavilion Newslett	
				Res #333813706 Jan 2024 Stmt,		
				Jan 2024 Stmt, Order		
				#0018074947 Jan 2024 Stmt,		
				27251 Order# Jan 2024 Stmt,		
				675553 Jan 2024 Stmt,		
				105759232 Jan 2024 Stmt		

Checks - Whittaker Bank						
P.O. Box 2771 Omaha, NE 68103-2771						
Yes						

04041-438	01/25/2024	1	Canva Pro Subscription for Parks/Pavilion Newslett	100-528-10100-53183	PO 2024-00455, Line 1	\$239.40
10575923	01/16/2024	1	2024 BUSSINESS REGISTRATION FEE Kentucky Departmen	100-526-10350-54317	PO 2024-00378, Line 1	\$50.00
10575923	01/16/2024	2	SLIDE#2 [WATER RIDES] Permit fee	100-526-10350-54317	PO 2024-00378, Line 2	\$5.00
10575923	01/16/2024	3	Fees	100-526-10350-54317	PO 2024-00378, Line 3	\$1.62
27251 Ord	01/25/2024	1	Dance Recital Music	100-521-21300-53215	PO 2024-00397, Line 1	\$132.44
675553 J	01/17/2024	1	Wolverine Sports Backboard Manual Hand Crank	100-521-20300-53015	PO 2024-00381, Line 1	\$259.84
Jan 2024	01/26/2024	1	Lunch meeting with SCYB	100-531-10600-54277	PO 2024-00401, Line 1	\$129.59
Ord #PH0	02/07/2024	1	LIFEGUARD MANUAL qty 14	100-521-22350-53215	PO 2024-00454, Line 1	\$489.30
Ord #PH0	02/07/2024	2	LIFEGUARDING INSTRUCTOR MANUAL QTY 4	100-526-22350-54450	PO 2024-00454, Line 2	\$196.00
Ord #PH0	02/07/2024	3	LIFEGUARDING INSTRUCTOR DECK BOOK QTY 4	100-526-22350-54450	PO 2024-00454, Line 3	\$140.00
Ord #PH0	02/07/2024	4	RED CROSS DRAWSTRING BACKPACK QTY 4	100-526-22350-54450	PO 2024-00454, Line 4	\$79.80
Ord #PH0	02/07/2024	5	SHIPPING	100-521-10350-53515	PO 2024-00454, Line 5	\$11.92
Order #00	01/27/2024	1	Dance Costumes Down Payment	100-530-21300-53415	PO 2024-00423, Line 1	\$2,815.19
Res #3338	02/05/2024	1	Keeneland Tickets	100-521-25300-53215	PO 2024-00413, Line 1	\$365.00

Checks - Whittaker Bank						
P.O. Box 947746 Atlanta, GA 30394-7746						
Yes						

0000200279			WLEX Scripps Media, Inc.	1235212-1, 1189121-2	WLEX Pavilion Commercial Advertisement Spots	\$3,000.00

1189121-2	01/31/2024	1	WLEX Pavilion Advertisement 1-29 thru 2-04 2024	100-528-10300-52183	PO 2024-00419, Line 1	\$1,300.00
1235212-1	01/31/2024	1	WLEX Pavilion Commercial Advertisement Spots	100-528-10300-52183	PO 2024-00420, Line 1	\$1,700.00

Checks - Whittaker Bank						
P.O. Box 947746 Atlanta, GA 30394-7746						
Yes						

0000200280			Younger Inc. Electrical Service	9589	Marshall Field #3 & #4 Scoreboard Wiring	\$800.50

Payment Batch Report

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
9589	11/22/2023	1	Marshall Field #3 & #4 Scoreboard Wiring labor	100-522-10609-52713	PO 2024-00392, Line 1	\$617.50
9589	11/22/2023	2	Marshall Field #3 & #4 Scoreboard Wiring materials	100-522-10609-53725	PO 2024-00392, Line 2	\$183.00

Batch 842 Total: \$47,522.06

Yes

Checks - Whitaker Bank

1233 Crumbaugh Lane Georgetown, KY 40324

Payment Batch Report

Batch ID: 844 Batch Description: Prepayments: Monthly Electric Bills Unpaid January 2024

Journal Date: 2/19/2024 Posted Date: 2/16/2024

Control Total: \$13,052.69

Check Number	Pay To	Invoice Number	Payment Description	Payment Amount
0000000040	Kentucky Utilities Company	Jan 2024 Stmt	Prepaid Invoice: Monthly Electric Bills	\$13,052.69
	Pay To Address		Printed	Voided
			Cashed	
			Payment Type	

EFT - Whittaker Bank

PO Box 25212 Lehigh Valley, PA 18002-5212

Yes

Unpaid January 2024

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Jan 2024	01/15/2024	1	3000-3257-01231965 Oxford Dr./Oxford Park	100-523-10612-52263	PO 2024-00028, Line 9	\$102.23
Jan 2024	01/15/2024	2	3000-0551-5782140 Pavilion Dr. (96%)	100-523-10300-52263	PO 2024-00028, Line 10	\$9,837.14
Jan 2024	01/15/2024	3	3000-0551-5782140 Pavilion Dr. (Admin 4%)	100-523-10100-52263	PO 2024-00028, Line 11	\$409.89
Jan 2024	01/15/2024	4	3000-0417-3146NA Marshall Park Dr. Place	100-523-10609-52263	PO 2024-00028, Line 12	\$624.61
Jan 2024	01/15/2024	5	3000-0424-4939201 Airport Rd./ Field #4	100-523-10609-52263	PO 2024-00028, Line 13	\$50.08
Jan 2024	01/15/2024	6	3000-0485-0149900 Marshall Park Dr./ Field #1	100-523-10609-52263	PO 2024-00028, Line 14	\$136.92
Jan 2024	01/15/2024	7	3000-0489-5441201 Airport Rd. Conc. St.	100-523-10609-52263	PO 2024-00028, Line 15	\$551.96
Jan 2024	01/15/2024	8	3000-0541-8292201 Airport Rd. Conc.	100-523-10609-52263	PO 2024-00028, Line 16	\$62.21
Jan 2024	01/15/2024	9	3000-0613-6943NA Airport Rd./ Field #2	100-523-10609-52263	PO 2024-00028, Line 17	\$50.87
Jan 2024	01/15/2024	10	3000-0613-7339NA Airport Rd./ Field #3	100-523-10609-52263	PO 2024-00028, Line 18	\$50.08
Jan 2024	01/15/2024	11	3000-0687-3172201 Airport Rd./ Field #5	100-523-10609-52263	PO 2024-00028, Line 19	\$51.12
Jan 2024	01/15/2024	12	3000-0848-0968599 Lisle Rd. Soccer Gate	100-523-10608-52263	PO 2024-00028, Line 20	\$47.80
Jan 2024	01/15/2024	13	3000-0601-9321NA Chambers Avenue	100-523-10604-52263	PO 2024-00028, Line 21	\$247.89
Jan 2024	01/15/2024	14	3000-0501-28551080 Cincinnati Rd. Ballfield	100-523-10601-52263	PO 2024-00028, Line 22	\$96.74
Jan 2024	01/15/2024	15	3000-0358-2826227 Markham Dr. Horseshoe Pit	100-523-10616-52263	PO 2024-00028, Line 23	\$44.20
Jan 2024	01/15/2024	16	3000-0520-8115200 Airport Rd./ SFAC	100-523-10500-52263	PO 2024-00028, Line 24	\$639.52
Jan 2024	01/15/2024	17	350012818786 Na Brooking County Park Ballfield	100-523-10601-52263	PO 2024-00028, Line 25	\$49.43

Batch 844 Total: \$13,052.69

January 2024

Financial Statement

Georgetown-Scott County Parks & Recreation



Revenues

Expenditures

	January Monthly Revenue	Revenue YTD	Budgeted Revenue	Percentage Collected YTD	January Monthly Expense
100 - General Fund					
100 - Administration	\$393,083.35	\$1,686,754.00	\$2,665,370.00	63%	\$53,718.53
300 - Pavilion	\$88,986.83	\$416,856.26	\$835,030.00	50%	\$96,434.73
350 - Pavilion Aquatics	\$1,990.00	\$14,863.56	\$33,000.00	45%	\$48,143.91
500 - SFAC	\$0.00	\$101,853.10	\$263,300.00	39%	\$16,946.76
600 - Parks Maintenance General	\$0.00	\$84,403.62	\$133,500.00	63%	\$57,618.98
601 - Brooking Park	\$4,329.56	\$20,384.65	\$0.00	0%	\$1,347.90
602 - Cardome Park	\$0.00	\$0.00	\$0.00	0%	\$0.00
603 - Eagle Creek Park	\$0.00	\$0.00	\$0.00	0%	\$0.00
604 - Ed Davis Park	\$0.00	\$0.00	\$0.00	0%	\$341.31
605 - Finley Park	\$0.00	\$0.00	\$0.00	0%	\$0.00
606 - Great Crossing Park	\$0.00	\$2,104.50	\$0.00	0%	\$0.00
607 - Legacy Trail	\$0.00	\$0.00	\$0.00	0%	\$0.00
608 - Lisle Road Soccer Complex	\$0.00	\$0.00	\$0.00	0%	\$43.60
609 - Marshall Park	\$0.00	\$0.00	\$0.00	0%	\$8,689.67
610 - McCracken Creek Trail	\$0.00	\$0.00	\$0.00	0%	\$0.00
611 - Oser Landing Park	\$0.00	\$0.00	\$0.00	0%	\$354.04
612 - Oxford Road Park	\$0.00	\$300.00	\$0.00	0%	\$322.42
613 - Pavilion Park	\$0.00	\$743.00	\$0.00	0%	\$2,109.73
614 - Peninsula Park	\$0.00	\$883.00	\$0.00	0%	\$0.00
616 - Robert Lonnie Suffoletta Park	\$0.00	\$0.00	\$0.00	0%	\$1,714.43
617 - Royal Springs Park	\$0.00	\$0.00	\$0.00	0%	\$34.46
618 - Scott County Park	\$0.00	\$225.00	\$0.00	0%	\$437.95
650 - General Facilities Maintenance	\$0.00	\$0.00	\$0.00	0%	\$198.16
Total 100 - General Fund	\$488,389.74	\$2,329,370.69	\$3,930,200.00	59%	\$288,456.58
200 - Ed Davis Learning Center Fund					
200 - Ed Davis Learning Center	\$231.88	\$74,150.06	\$184,800.00	40%	\$15,552.72
Total 200 - Ed Davis Learning Center Fund	\$231.88	\$74,150.06	\$184,800.00	40%	\$15,552.72
400 - Capital Fund					
100 - Administration	\$0.00	\$57,862.50	\$473,900.00	12%	\$9,600.00
601 - Brooking Park	\$0.00	\$0.00	\$0.00	0%	\$12,722.00
Total 400 - Capital Fund	\$0.00	\$57,862.50	\$473,900.00	12%	\$22,322.00
	\$488,621.62	\$2,461,383.25	\$4,588,900.00	54%	\$326,331.30

Georgetown - Scott County Parks and Recreation

January, 2023/24



Department 300 - Pavilion 350 - Pavilion Aquatics

	January	YTD	Budget	Unexpended	% Expended
Revenue					
Operations					
10 - Operating	\$54,218.54	-\$315,445.36	-\$528,000.00	-\$212,554.64	60%
Operations Total	\$54,218.54	-\$315,445.36	-\$528,000.00	-\$212,554.64	60%
Programming					
20 - General Programming	\$0.00	-\$1,598.82	-\$14,000.00	-\$12,401.18	11%
21 - Arts & Culture	\$30,765.79	-\$74,784.33	-\$110,000.00	-\$35,215.67	68%
22 - Enrichment & Learning	\$3,245.25	-\$15,616.31	-\$42,000.00	-\$26,383.69	37%
23 - Health Wellness & Fitness	\$836.00	-\$4,139.09	-\$4,800.00	-\$660.91	86%
24 - Nature Programs	\$0.00	\$0.00	-\$2,000.00	-\$2,000.00	0%
25 - Older Adult & Senior Programs	\$0.00	-\$853.85	-\$2,500.00	-\$1,646.15	34%
26 - Social Activities	\$0.00	-\$1,320.60	-\$2,200.00	-\$879.40	60%
27 - Special Events	\$300.00	-\$4,523.00	-\$6,000.00	-\$1,477.00	75%
28 - Sports	\$1,830.00	-\$16,871.40	-\$12,530.00	\$4,341.40	135%
29 - Youth Programs	\$0.00	-\$9,495.31	-\$165,000.00	-\$155,504.69	6%
Programming Total	\$36,977.04	-\$129,202.71	-\$361,030.00	-\$231,827.29	36%
Total Revenue	\$91,195.58	-\$444,648.07	-\$889,030.00	-\$444,381.93	50%

Expenses

Operations

10 - Operating

Operations Total	\$129,770.76
Programming Total	\$17,430.56

Programming

20 - General Programming	\$3,879.87
21 - Arts & Culture	\$2,078.41
22 - Enrichment & Learning	\$3,436.44
23 - Health Wellness & Fitness	\$505.23
25 - Older Adult & Senior Programs	\$0.00
26 - Social Activities	\$0.00
27 - Special Events	\$935.71
28 - Sports	\$2,506.66
29 - Youth Programs	\$4,088.24

Total Expenses

\$147,201.32

Subsidy

Operations	-\$75,552.22
Programming	\$19,546.48
Total Subsidy	-\$56,005.74

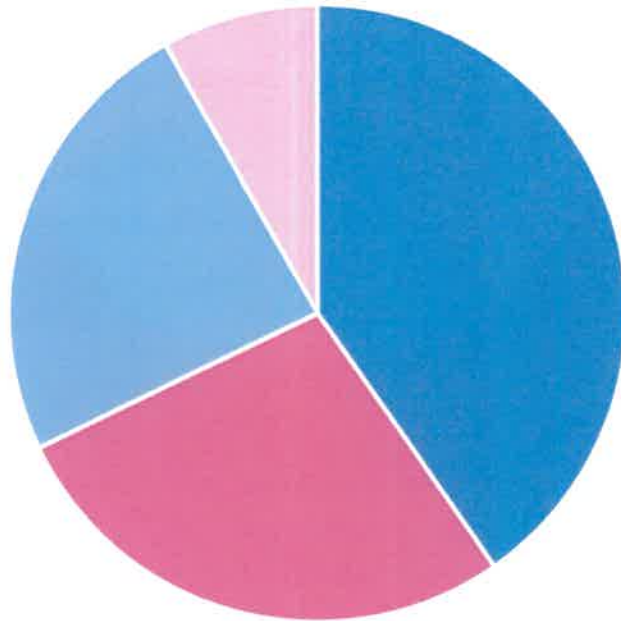
Recovery Rate

62%

Georgetown FC

2023 Annual Report

Registration Breakdown



1,622 Total Unique Players

- Recreational
 - 655 Boys
 - 446 Girls
- Select
 - 389 Boys
 - 132 Girls

Out of County Commuters

- 394 from 4 different Counties

Registration Increase the Last Decade

- 892 Total Players

- Recreational
 - 398 Spring
 - 340 Fall
- Select
 - 115 Boys
 - 39 Girls

- Out of County Commuters

- 62 from 4 different Counties

- 1,622 Total Unique Players

- Recreational
 - 655 Boys
 - 446 Girls
- Select
 - 389 Boys
 - 132 Girls

- Out of County Commuters

- 394 from 11 different Counties

Financial

- Balance January 1, 2022 (\$132,137.94)
- Balance December 31, 2022 (\$176,277.39)
- Total Registrations (\$532,375.95)
- Scholarships (\$74,975.10)
- Total Income (\$551,375.95)
- Estimated Net Gain (\$33,102.85)

To: GSC Parks & Recreation Board Members

Re: Background Check Question Research

Date: 2/13/24

Specific Issue Raised: What are the Legal Requirements for Background Checks for Volunteers of Various Parks & Rec Programs?

Answer: The law requires extensive background checks for (possibly) many people that volunteer with Parks & Rec.

Background: I was asked by a Parks manager to perform research as to whether volunteer background checks could be performed on an annual “rolling” basis to simplify the process, which includes many volunteers. In researching this issue, I discovered several laws that seemed to (possibly) require more extensive background checks for volunteers with Parks. I reached out to the Director of Parks to discuss this issue, and we held an in-person meeting, which included several other staff members. At that meeting, the Director indicated she was under the impression that Parks employees and volunteers are subject to an exception to the extensive background check requirement. I coordinated with KLC attorney Megan Griffith, who specializes in such questions, and she performed her own research on the question. Following her own research, Ms. Griffith indicated that, after discussing the issue with several of her colleagues, volunteers seem to be subject to extensive background check requirements.

Relevant Laws:

1. **KRS 194A.382(1)-(3) requires extensive background checks for employees of and volunteers for "camps," "youth day camps," "local government youth day camps," and "day camps," among other groups.**
2. **KRS 194A.380(3) defines a “Local Government youth day camp”** as a camp operated by a local government for all or part of a day, whether free or for a fee, for five (5) or more children under eighteen (18) years of age outside the presence of their parent or guardian for recreational or educational purposes for four (4) or more consecutive hours per day during school vacation periods, school breaks, or school cancellations.
3. **KRS 194A.380(7) generally defines “Youth camp” or “camp”** as (a) any camp required pursuant to KRS 211.180 to operate; and (b) any program offered, whether free or for a fee, for recreational, educational, sports training, or vacation purposes to children under eighteen (18) years of age that a child attends outside the presence of his or her parent or legal guardian.
4. **902 KAR 10:040 (Kentucky youth camps)** states that a “camp” or “youth camp” does *not* include a “facility that is operated as an instructional studio or center that provides lessons or other activities for school age children individually or collectively during parents' working hours, before or after school, or during school vacation periods;” It also does *not* include: “A camp operating at a facility under a different cabinet license or permit or that is already subject to routine sanitation and safety inspection by the cabinet.”

Analysis: The law requiring extensive background checks in KY is expansive in application, including a number of different group and entities. In general, every recreational activity for children to attend outside the presence of their guardian(s) is subject to these background check rules. The question then becomes whether the exceptions delineated in 902 KAR 10:040 apply to every person falling under the umbrella of Parks. The definitions for “camp” and “local government youth day camp” are significantly

different, and “local government youth day camp” is not specifically addressed in 902 KAR 10:040. Still, a good faith argument can be made that the exceptions listed in 902 KAR applies to local government youth day camps, which would, arguably, include people working at a qualifying *facility*. This is a narrow exception. A number of Parks programs do not take place at a qualifying facility, and, it would seem, a number of programs meet the legal definition of a “camp,” and are therefore subject to extensive background check requirements.

Conclusion: At least some programs offered by Parks seem to fall under the definition of “camp,” or “youth camp,” or “local government youth day camp.” It appears that anyone volunteering or working with Parks in these programs is subject to extensive background check requirements, and my recommendation is that Parks immediately implement such checks.

**Parks and Recreation
Server Upgrade/EOL**

QUOTE #066191 V2



NETGAIN
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Forward**

NetGainIT.com

PREPARED FOR
City of Georgetown, KY

PREPARED BY
Kim Kevin Hutton



Statement of Work

Business Needs & Objectives

City of Georgetown, KY's Parks Department has two physical servers that need immediate replacement to eliminate risks associated with end-of-life (EOL) hardware such as hardware failure causing unplanned downtime, data loss, and unexpected service costs.

In addition, servers running Windows Server 2012 need to be upgraded as that OS has reached EOL and security updates are no longer available.

The physical servers that need replaced are:

- SCPSVR
- PNR-SERVER

Solution Requirements

A new physical host will be required to replace the existing EOL server. A single host should be spec'd to run the Park's department current workload. The physical host should be configured as a hypervisor to meet best practices and stay in line with other departments throughout the City of Georgetown.

Proposed Implementation Plan

NetGain Technologies will provide, install, and configure an HPE ProLiant DL360 with local storage. VMware vSphere will be installed on the new host to function as a hypervisor and the host will be managed with vCenter. The existing physical servers will be converted to VMs running on the new host. A second domain controller will be installed and configured to meet best practices.

NetGain Technologies will migrate all native Windows Server roles and data to the new domain controller running Windows Server 2022. Migrations of third-party applications and data must be performed by the software vendor.

Day	Task	Time	Downtime?	Method of Delivery
1 - 3	Build, install, and connect ProLiant DL360 and perform initial configuration.	Business Hours	No	On-site
	Update firmware on host	Business Hours	No	Remote
	Install and configure vSphere and vCenter on new host	Business Hours	No	Remote
	Install and configure second Domain Controller and migrate native Windows roles and features.	Business Hours	No	Remote
	Convert two (2) physical servers to VMs on new host.	After Hours	No	Remote



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	Reconfigure Veeam backup jobs on new host.	Business Hours	No	Remote
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Client Responsibilities

City of Georgetown, KY will be responsible for the following:

	Responsibilities
Prior to the Start of the Project	<ul style="list-style-type: none"> Attend the Project Kick-Off meeting. Notify employees about the upcoming project, communicating to them the reasons for the project and how it will impact them.
During the Project	<ul style="list-style-type: none"> Be available to answer questions. Attend scheduled project meetings. Communicate with employees about the project's progress and how it may affect them.
At the Close of the Project	<ul style="list-style-type: none"> Complete the one-question survey about the project. Sign off on the Final Acceptance Document within 10 days of the completion of the project.

Deliverables

QTY	Item	Description	Warranty
1	HPE ProLiant DL360 G11 Server	(1) Intel Xeon Gold 8-core 2.9GHz Processors, 64GB RAM, (1) NS204i 480GB R1 NVMe Boot Kit, (1) 2-port 10GbE-T, (1) MR416 G11 Controller w/ BBWC, (4) 1.2TB 10k SAS HDD's, Redundant 800w Power Supplies, High Performance Fan Kit, iLO Advanced Remote Management	3YR 24 x7 x4HR Next Business Day
8	Windows Server 2022 Standard 2-Core Pack	Windows Server 2022 Standard 2-Core Pack	N/A
20	Windows Server 2022 User CAL	Windows Server 2022 User CAL (Client Access License)	N/A
16	VMware vSphere Standard Core Subscription	16 Core licenses of vSphere Standard (for 1 host with 1 processor – up to 16-cores ea.) and 1 license for vCenter Server Standard	3-Year Subscription & 24x 7 Production Support

Constraints and Assumptions

Quote #066191 v2

Feb 13, 2024

Page: 3 of 8

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Project Specific

- NetGain Technologies will not perform any third-party software migrations as part of this project.
- NetGain Technologies will coordinate with the appropriate vendors to migrate applications running on Windows Server 2012 Oses and this work will be billed outside of the project on a time and materials basis.

Down Time

- All efforts will be taken to schedule down time where possible. Unanticipated downtime may occur, however, NetGain Technologies will provide all efforts to limit these occurrences.

Disposal

- City of Georgetown, KY is responsible for disposal of all physical equipment. Secure disposal of physical equipment is not included with this proposal. In accordance with many federal compliance laws and regulations (HIPAA, GLBA, etc.), plus many state and local environmental laws, NetGain Technologies recommends that clients engage a secure and confidential hard drive destruction and equipment recycling service, with a chain-of-custody process to mitigate the risks of a data security breach.

Desired Outcome

NetGain will consider this project complete when:

- One (1) HPE ProLiant DL360 has been installed and configured as a vSphere hypervisor host managed by vCenter.
- One (1) Windows Server 2022 has been deployed and configured as a Domain Controller. Native Windows Server Roles and Data have been migrated to the new Domain Controller.
- Two (2) existing physical servers have been migrated to the new host.
- Veeam Backup jobs have been reconfigured appropriately.

Additional Recommendations

While researching this project, NetGain Technologies noticed that the backup/DR host is also end-of-life and should be replaced to maintain dependable backups and disaster recovery capabilities.



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What You Can Expect

Fixed Fee Guarantee

This is a fixed fee proposal. Fixed pricing reduces your risk by giving you certainty in the cost. If the number of hours required for this proposed solution is exceeded, you will pay nothing more. Our goal is to provide a solution that meets your specifications, including the cost of the solution, implementation timeline, and the financial benefit of the solution.

Project Team

NetGain Technologies' Professional Services Team will be engaged with City of Georgetown, KY to manage the goals and objectives of our relationship, all deliverables, and provide oversight of service levels within all work assignments. The following will be the key individuals responsible for supporting the requirements of this solution:

Primary Contact

A Project Manager and Lead Engineer will be assigned prior to the start of the project.
Phone: 800-992-8803
Email: Dispatch@NetGainIT.com

Professional Services

John Adams, Director of Professional Services
Email: JAdams@NetGainIT.com

Project Scheduling & Communication

Project Scheduling

NetGain Technologies appreciates and understands the importance of this implementation being completed with expediency. The scheduling of technical staff is done to allow adequate time for preparation, as well as any unforeseen items. As a result, the schedule of work may not be from 8:00 AM until 5:00 PM for consecutive days until this work is completed. The schedule for the technicians to be at your facility or working remotely on this implementation may include some full days, some partial days, some afterhours work, and some non-consecutive days. The NetGain Technologies Service Team will keep you apprised of the scheduled time and when the scheduled times must be changed.

Communication

- Within three days of receipt of the down payment, a Project Kickoff Meeting will be scheduled by your Project Manager and the Lead Engineer assigned to your project. An estimated timeline will be established during this meeting.
 - NetGain Technologies utilizes a Final Acceptance Document as a means of measuring project completion. This documentation will be reviewed during the Kickoff Meeting.
- Tracking information will be available after product has been ordered and weekly status updates will be provided by the Project Manager through completion of the project.
- While work is in progress, regular communication can be expected from the assigned Lead Engineer.



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Parks and Recreation Server Upgrade/EOL

Prepared for:

City of Georgetown, KY
100 North Court Street
P.O. Box 667
Georgetown, KY 40324
Sarah James
(502) 735-3705
sarah.james@georgetownky.gov

Ship To:

City of Georgetown, KY
Sarah James
100 North Court Street
P.O. Box 667
Georgetown, KY 40324
sarah.james@georgetownky.gov
(502) 735-3705

Quote Information:

Quote #: 066191
Version: 2
Delivery Date: 02/13/2024
Expiration Date: 02/27/2024

Quote Summary

Description	Amount
Hardware / Software	\$18,289.59
Professional Services	\$7,087.50
Total:	\$25,377.09



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Summary of Selected Payment Options

Description	Amount
Down Payment: Down Payment	
Total of Payments	\$12,688.54

Please Make Checks Payable to:
 NetGain Technologies
 2031 Georgetown Rd.
 Lexington, KY 40511

Due NET 30: Due NET 30	
Total of Payments	\$9,144.80

Due on Completion: Due on Completion	
Total of Payments	\$3,543.75

NetGain Technologies reserves the right to invoice the remaining Professional Services if City of Georgetown, KY requests that the project be placed on hold and that hold exceeds 30 days.

City of Georgetown, KY will respond within 10 days of receipt of the Final Acceptance Document. If no response is received within that 10-day period, NetGain Technologies will consider this project complete and City of Georgetown, KY will be invoiced for final payment due.



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Endorsement Page

This Agreement is entered into between NetGain Technologies ("Provider") and City of Georgetown, KY ("Client").

- A. Provider is engaged in the business of providing certain information technology (IT) services as described in the foregoing Proposal; and
- B. Client desires to retain Provider to provide such services, and Provider is willing to provide such services as described in and under the terms and conditions of this Agreement.

Therefore, in consideration of the mutual promises in this Agreement, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services; Compensation.** Provider engages Provider to provide the Services and/or Products described in the foregoing Proposal and all attachments, exhibits, and/or schedules to it, which are incorporated by reference as if fully restated in this Agreement. Subject to the terms and conditions of the Agreement, Provider agrees to provide the Services and/or Products, and Client agrees to pay Provider the Fees and any other charges described in the Proposal or otherwise set forth in the Agreement. By signing below, Client accepts and agrees to be bound by the Proposal and all terms and conditions of the Agreement.
2. **Confidentiality.** The Proposal contains unpublished, confidential, and proprietary information of Provider. No disclosure, duplication, or use of any portions of the contents of these materials, for any purpose, may be made without the prior written consent of Provider.
3. **Terms and Conditions.** Provider is providing the Services and any Products (if applicable) subject to its standard terms and conditions stated at <https://www.netgainit.com/master-terms-and-conditions/> (the "**Terms**"), including all **LIMITATIONS OF LIABILITY AND LIMITATIONS OF WARRANTY** related in such Terms. The Terms are incorporated in this Agreement by reference as if fully restated in it and shall govern any matter arising out of or related to the Agreement, including the Proposal, any Services or Products provided by or through Provider, and/or any Scope of Work issued by Provider. Client has reviewed or had full opportunity to review the Terms and agrees to be legally bound by them. Client understands and agrees that the Terms may be updated from time to time, and by using, accessing, or accepting the Services or any Products, Client agrees to be bound by the Terms as updated. Capitalized but undefined terms used in this Agreement (including the Proposal) shall have the meaning given to them in the Terms.
4. **Term.** Unless otherwise stated in this Section 4, the Term of the Agreement shall be as stated in the Terms (including any Proposal-Specific Terms set forth by Exhibit to the Terms).
5. **Authority.** Client and the person signing this Agreement on Client's behalf represent and warrant that such person has the authority to bind the Client to these terms and conditions.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Parks and Recreation Server Upgrade/EOL \$25,377.09

City of Georgetown, KY

Signature: _____
 Name: Sarah James
 Date: _____

January 2024 Program Report
For February 19, 2024 GSC Parks & Recreation Board Meeting
Ednal Maynard

Pavilion Operations

Pavilion Program Attendance: 4,316

Pavilion Annual Membership: 4,883

Pavilion Daily Passes: 5,966

Total Pavilion Attendance Including Programs, Passes, Non-Participants, and Rentals: 15,657



5 Year Attendance Comparison for January

Attendance Type	2020	2021	2022	2023	2024
20 Visit Pass	355	174	224	393	878
20 Visit Walker Pass	354		126		
6 Month Pass	474	173	515	381	404
Annual Pass	4330	1635	2449	4945	4883
Complimentary Pass	101	25	36	44	65
Daily Pass	3397	1152	3549	8549	5966
Observer Attendance	820	168	417	504	108
Off-Site Program Attendance					
Program Attendance	3516	1410	1903	2929	2486
Rental / Meeting Attendance	1791	297	911	1650	867
	15138	5034	10130	19395	15657

FY 2022 - 2023 Pavilion Based Program Attendance



Program	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Aqua Zumba	70						26						96
Boot Camp Burn It Up	7												7
Cardio Circuit Silver Sneakers	196	43					232						471
Dance and Gymnastics	4	4					293						301
Dance Fitness	65	15					118						198
Home School & Gym							52						52
Ignition	89						42						131
KidzWorld	2620												2620
KidzZone	318	31					168						517
Lifeguard Instructor Course							4						4
Line Dancing	102	12					102						216
Marital Arts	89	12					110						211
Pickle Ball	119						230						349
Pilates	16	5					29						50
SilverSneakers Classic	170						103						273
Start Smart Basketball							25						25
Stingrays	332												332
STRONG	13						2						15
SuperSharks Swim Team							674						674
Swim Lessons	101						75						176
Volleyball League							38						38
Water Aerobics	171						89						260
Yoga	29	1					15						45
Zumba	53	4					31						88
Total:	4564	127					2458						7,149

DESCRIPTION	Add to Maintenance Program?	Graphics	Potential Replacement Details	VIN NUMBER	LOCATION	ASSET NUMBER	DEPARTMENT	LEGACY NUMBER	Miles
2015 Ford F350	YES			1FDRF3H65FEC72518	Parks Maintenance Main Office	0047	Parks	3	Miles?
1998 Bucket Truck Ford 550	YES		Bucket truck - Keeping vehicle	1FDAF56F3XEB05524	Parks Maintenance Main Office	0055	Parks	13	270,000
2001 Dodge Truck	YES	YES	Gas. Tow package. 1 3500 RegCab. 4WD. 8FT bed. Running Boards. Spray bedliner. White. - no aftermarket equipment	1B7KF23681J263318	Parks Maintenance Main Office	0051	Parks	4	189,650
1999 Chevy S10	YES	YES	Gas. Plow (BOSS)/Salt Spreader (stainless steel). Gas. Tow package. 3500. 4WD Running Boards. Spray bedliner. White.	1GCDT14X8X8177526	Pavilion Community & Recreation Center	0064	Administration	4	178,382
2007 Ram 1500	YES	No	Gas. Toy Tundra. 4WD. Crewcab. Running Boards. Spray bedliner. White.	1D7HU16P57J541685	Parks Maintenance Main Office	0057	Parks	20	173,154
2002 Chevy 1500	YES	No	Gas. Toy Tundra. 4WD. Crewcab. Running Boards. Spray bedliner. TOOL BOX. White.	1GGCEC14VX2Z313127	Pavilion Community & Recreation Center	0059	Administration	7	163,229
2004 Ford F150 Truck	YES	yes	Gas. Snow Plow (Meyer). Salt Spreader (stainless steel). 3500. Reg Cab. 4WD. Towpackage. Running boards. Spray bedliner. 8ft bed. White.	2FTRF18W34CA15045	Parks Maintenance Main Office	0053	Parks	6	154,598
2008 Ford F150	YES	YES	Utility bed. 2500. Towpackage. Reg Cab. 8FT bed. 4WD. Running boards. White.	1FTRF1278KD26730	Parks Maintenance Main Office	0058	Parks	21	110,087
2017 Ford F150	YES			1FTMF1EF1HKC20153	Parks Maintenance Main Office	0042	Parks	16	72,119
2007 Ford Escape	YES	Yes	AWD. Explorer size open to other makes. Basic interior.	1FMYU93197KB33513	Pavilion Community & Recreation Center	0061	Administration	19	71,285
2016 Chevy 2500	YES			1GCOKUEG2GZ378141	Pavilion Community & Recreation Center	0045	Administration	12	71,148
2009 Ford Escape	YES	No	AWD. Explorer size open to other makes. Basic interior.	1FMCU037X9KG69630	Pavilion Community & Recreation Center	0063	Administration	11	68,480
1998 Chevy 3500 Van	YES		Kids Transport - would like to replace	1GAHG39ROX1075120	Pavilion Community & Recreation Center	0062	Administration	18	68,396
2009 Ford Escape	YES	No	AWD. Explorer size open to other makes. Basic interior.	1FMCU93G09KA81996	Pavilion Community & Recreation Center	0060	Administration	22	64,748
2019 Dodge Ram 1500	YES			VIN?	Pavilion Community & Recreation Center	0066	Parks	2	51,450
2014 Chevy 3500 Van	YES		Kids Transport - would like to replace	1GAZG1FAOE1180874	Pavilion Community & Recreation Center	0048	Parks	1	47,314
2005 Ford F350	YES		Dump Truck- Keeping	1FDWF37Y35EB32502	Parks Maintenance Main Office	0054	Parks	8	37,170
2019 4WD Ford Pick up Truck	YES			1FTNF1E4XKKE84367	Parks Maintenance Main Office	0024	Parks	15	33,454
2022 Chevy 3500 Truck	YES			1GC4YSE70NF286574	Parks Maintenance Main Office	0052	Parks	5	13,574
2023 Ram 1500	YES			3C6VR7DG5PG607793	Parks Maintenance Main Office	0056	Parks	17	1,826
2023 RAM 3500 Van - Rec-To-Go Van	YES			3C6MRVJGXPE546507	Pavilion Community & Recreation Center	0065	Administration	9	302

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized _____ (Title) for by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name _____ Title _____

Print Name _____ Title _____

Print Name _____ Title _____

Print Name _____ Title _____

Print Name _____ Title _____

Print Name _____ Title _____

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name _____ Title _____

Signature _____ Company Name _____

Date _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

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

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

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

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

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs. Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

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

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:
RESOLVED FURTHER, that:

Print Name _____	Title _____
Print Name _____	Title _____
Print Name _____	Title _____
Print Name _____	Title _____
Print Name _____	Title _____
Print Name _____	Title _____

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name _____	Title _____
Signature _____	Company Name _____
Date _____	

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

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

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

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

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____ by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

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

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

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

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the [efleets.com](https://www.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: _____ EFM: Enterprise Fleet Management, Inc.
Signature: _____ Signature: _____
By: _____ By: _____
Title: _____ Title: _____
Address: _____ Address: _____
Date Signed: _____ Date Signed: _____

Initials: EFM _____ Lessee _____

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

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

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

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

COMPANY: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Company _____



FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

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

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

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

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

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

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

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

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

Initials: EFM _____ Company _____



FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, 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 subcontractor, 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").

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

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

(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 by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and 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

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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

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(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 charge the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

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

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

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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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, 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. 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 be bound 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

Initials: EFM_____ Customer_____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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

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

LESSEE: _____

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

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Customer _____