



**United City of Yorkville**  
800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

AGENDA  
**PUBLIC SAFETY COMMITTEE MEETING**  
**Thursday, November 7, 2019**  
**6:00 p.m.**  
City Hall Conference Room  
800 Game Farm Road, Yorkville, IL

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**Citizen Comments:**

**Minutes for Correction/Approval:** September 11, 2019

**New Business:**

1. PS 2019-34 Monthly Report Review
2. PS 2019-35 Adjudication Reports for September and October 2019
3. PS 2019-36 KenCom Communications – Radios and Licensing RFP Award
4. PS 2019-37 Intergovernmental Agreement for School Communication
5. PS 2019-38 Request to Dispose of Surplus Equipment
6. PS 2019-39 Roadside Solicitation
7. PS 2019-40 Liquor Code Amendment – Restaurant Class R-1 License
8. PS 2019-41 Cannabis Local Enforcement
9. PS 2019-42 Staffing – Hiring of One Officer

**Old Business:**

1. PS 2019-28 Fleet Status and Options

**Additional Business:**

**Executive Session:**

1. For security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

2019/2020 City Council Goals – Public Safety Committee		
Goal	Priority	Staff
“Municipal Building Needs and Planning”	2	Bart Olson, James Jensen, Rob Fredrickson, Eric Dhuse, Tim Evans & Erin Willrett
“School Safety (Exterior and Traffic)”	8	James Jensen & Eric Dhuse

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC SAFETY COMMITTEE**  
**Thursday, November 7, 2019**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. September 11, 2019

☐ Approved \_\_\_\_\_

☐ As presented

☐ With corrections

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**NEW BUSINESS:**

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1. PS 2019-34 Monthly Report Review

☐ Informational Item

☐ Notes \_\_\_\_\_

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\_\_\_\_\_



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2. PS 2019-35 Adjudication Reports for September and October 2019

☐ Informational Item

☐ Notes \_\_\_\_\_  
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3. PS 2019-36 KenCom Communications – Radios and Licensing RFP Award

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_  
\_\_\_\_\_  
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4. PS 2019-37 Intergovernmental Agreement for School Communication

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_  
\_\_\_\_\_  
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5. PS 2019-38 Request to Dispose of Surplus Equipment

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PS 2019-39 Roadside Solicitation

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. PS 2019-40 Liquor Code Amendment – Restaurant Class R-1 License

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. PS 2019-41 Cannabis Local Enforcement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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9. PS 2019-42 Staffing – Hiring of One Officer

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**OLD BUSINESS:**

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1. PS 2019-28 Fleet Status and Options

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Special Public Safety Committee – September 11, 2019

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

#### Agenda Item Notes:

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\_\_\_\_\_  
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# DRAFT

**UNITED CITY OF YORKVILLE  
SPECIAL PUBLIC SAFETY COMMITTEE MEETING  
Wednesday, September 11, 2019 6:00pm  
City Hall Conference Room**

**In Attendance:**

Chairman Seaver Tarulis	Alderman Joel Frieders
Alderman Daniel Transier	Alderman Jackie Milschewski

**Other City Officials in Attendance:**

Mayor John Purcell	City Clerk Lisa Pickering
Police Chief Jim Jensen	Purchasing Manager Carri Parker
Alderman Chris Funkhouser	

**Others in Attendance:**

Lynn Dubajic, City Consultant	Tony Weeks, Flight Tasting Room
Katie Finlon, <i>Kendall County Record</i>	

The meeting was called to order at 6:01pm by Chairman Seaver Tarulis.

**Citizen Comments:** None

**Minutes for Correction/Approval:** July 3, 2019

The minutes were approved as presented.

**New Business:**

***1. PS 2019-25 Monthly Crime Report Review***

Alderman Milschewski noted this was Chief Jensen's first meeting as Police Chief. Starting the discussion, the Chief highlighted some of the monthly calls and said accidents were prevalent all over town. He also simplified these statistics into a more condensed monthly report and welcomed any feedback. The Chief gave out an organizational chart and said he believes the police answer to the public. He also included personnel info, budgeting items, stats and initiatives. He said more traffic complaints are received than crime calls. Chairman Tarulis said this was very useful information.

***2. PS 2019-26 Adjudication Reports for July - August 2019***

Alderman Transier noted that the general opinion was that judges will not enforce the judgments from these hearings. Chief Jensen added that some people simply do not come to the hearings. No further discussion.

### ***3. PS 2019-27 KenCom Communications Update***

The Chief said since early 2019, KenCom has been working with the County Executive Board and Finance to move the communications channel to digital and encryption. New radios had been purchased in the early 2019 budget at a cost of \$22,888. A patch/license for each radio must now be purchased to allow entry into the digital side and encryption portion. He said it is critical that all KenCom participating agencies have the same equipment capabilities to be able to communicate.

Ms. Parker is working on obtaining pricing county-wide. The cost is about \$450 per license, with 2 licenses per radio needed. This purchase is expected to be phased in over a 3-year period: in 2021 the digital portion, in 2022 the license for encryption and in 2023 the mobile units in squads will be brought up to date. Ms. Parker said the bid should be rolled out by the end of September and brought back in November. Part of the purchase contract agreement is to hold pricing for three years.

Alderman Frieders noted that Public Works and Police radios were just purchased last year. He said Yorkville and Oswego only have to buy the licensing, however, other municipalities need to purchase new equipment and licensing. Chief Jensen noted that when the radios were purchased for Oswego and Yorkville, it was with the knowledge that the radios were digital and encryption capable. The police department has 33 radios at this time.

### ***4. PS 2019-28 Fleet Status and Options***

Chief Jensen presented a handout with an update of the fleet status, squad details and a useful life schedule. Each vehicle was scored based on several criteria. Going forward, the Chief and Finance Director will collaborate on this report.

Ms. Parker and the Chief have discussed a possible leasing program for the fleet with a turnover each 3 years. She said this program would ultimately lower costs and she has explored Enterprise for the leases. Enterprise will also work with the city's vendors. She noted that replacing all vehicles at once with leased vehicles would allow the leasing company to sell the present fleet for the city. All equipment also comes in the vehicle. Research is being done on cities who have already instituted this program. Alderman Frieders noted that if the fleet is routinely replaced and with the realized savings, the city can invest in officers, rather than vehicles. Ms. Parker will have more info soon.

### ***5. PS 2019-29 Surplus Request for Disposal of Two Police Vehicles***

Two police vehicles are no longer operable and have significant mechanical issues. Ms. Parker is requesting approval for disposal as well as an invitation to bid on one or both. The committee approved moving this forward to City Council for approval.

### ***6. PS 2019-30 Surplus Request for Disposal of Police Equipment***

Ms. Parker had earlier discussions with the former Chief regarding storage for police equipment. Two shipping containers were purchased and a contract with a storage facility was canceled. There is an abundance of outdated equipment and she

recommended selling or disposing of it. The value is unknown at this time. By voice vote the committee approved moving this forth to the full Council.

**7. PS 2019-31 Meeting Schedule for 2020**

The committee approved meeting on Thursday every two months.

**8. PS 2019-32 Liquor Code Amendment – Bring Your Own (BYO)**

Ms. Pickering said a request was received from Mr. Tony Weeks of the Flight Tasting Room to hold private events for club members to bring their own rare beers to share. She said it would not be open to the public and could occur no more than once a month. The amendment was drafted to allow this request and the permit would cost \$50 per year.

Ms. Milschewski asked why a special use could not be created rather than adding to the ordinance. Ms. Pickering said there is nothing in the existing ordinance to address this situation and that it would be more cumbersome for the business since a special event permit would be required for each event. She also said the initial proposal met with negative feedback from other city businesses. Mr. Frieders also offered an explanation of how this is handled in other communities and how the events are structured.

Alderman Transier asked if the facility would still be open to the public during these events. Mr. Weeks replied there would be a reserved area for this gathering. Alderman Frieders suggested the business advise the City Clerk's office when these events will occur. This moves forward to the Council with a consensus from the committee.

**9. PS 2019-33 Staffing - Update**

Chief Jensen said this is just for discussion. He thanked the committee for increasing staffing in the last year. He feels it is important to do a manpower allocation each year to determine if the department is accomplishing the organizational goals. He had compiled a report of the types of crimes and crime index and noted here was a 24% increase of Part 1 crimes in the city. The second part of his report is the staffing plan for each shift allowing for 4 officers plus a Sergeant on a given shift. There are currently approximately 30 sworn personnel. He would also like to give an incentive for those who announce retirements at least 6 months in advance which would be helpful for long-range planning. Negotiations for union contracts are also coming, he said.

**Old Business** None

**Additional Business**

Chairman Tarulis made the following statement. He thanked the Chief of Police for being well-prepared with agenda items and development of new reporting formats which should prove useful to the committee. He also thanked him for frequent informational emails regarding high profile events.

There was no further business and the meeting was adjourned at 7:03pm.  
Minutes transcribed by Marlys Young, Minute Taker





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

PS 2019-34

### Agenda Item Summary Memo

**Title:** September 2019 Monthly Report Review

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** N/A

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
CC:  
Date: November 7, 2019  
Subject: Monthly Crime Report Review

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## **Summary**

Review of the September Monthly Reporting tool

## **Background**

The new monthly report has been designed to provide necessary feedback to the board and community regarding crime, traffic and community policing efforts of the police department. This document is easy to understand, provides a multitude of data and is comparative in nature to the previous month and year. This report will be disseminated to the entire board and city staff on a monthly basis and will be made available to the public on-line.

## **Recommendation**

None

## **Attachments**

Exhibit A: September 2019 Monthly Report



# **YORKVILLE POLICE DEPARTMENT**

## ***Monthly Report***

September 2019

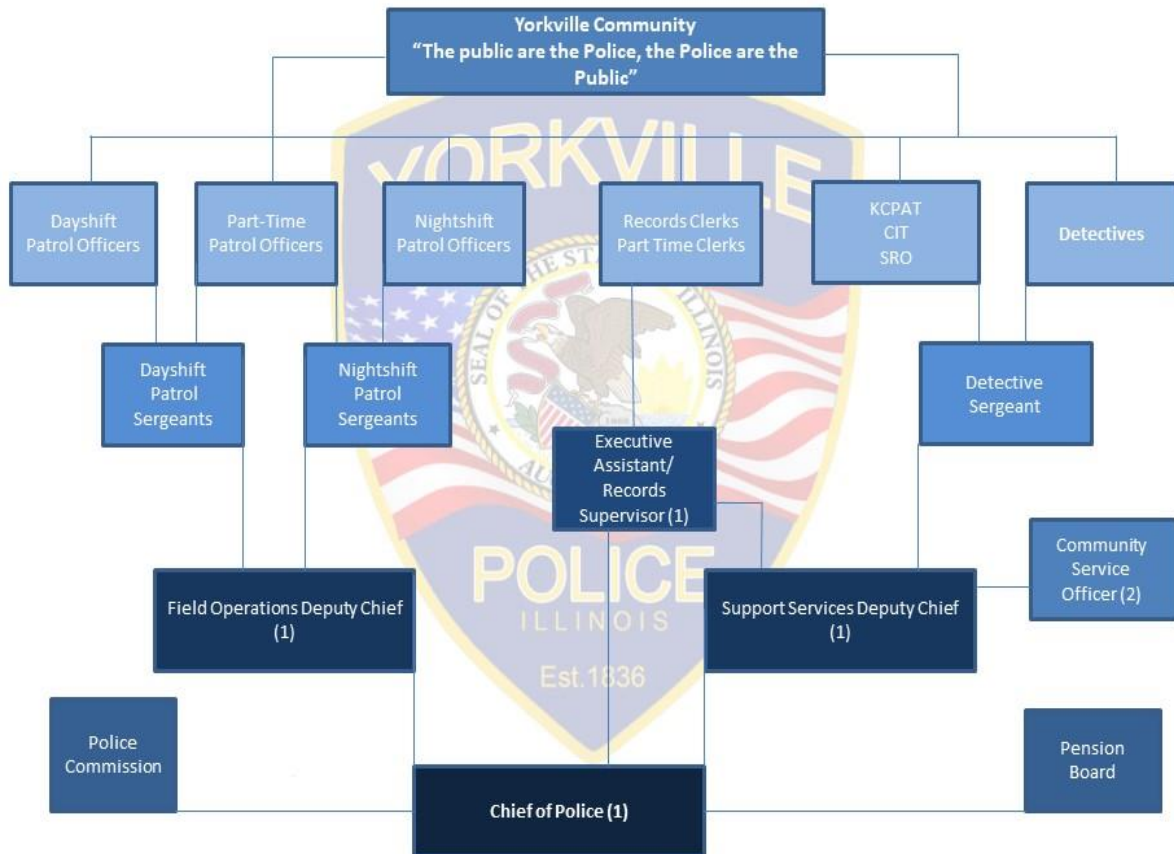
Chief of Police James Jensen

## MISSION STATEMENT

*The mission of the Yorkville Police Department is to work in partnership with the community to protect life and property, assist neighborhoods with solving their problems, and enhance the quality of life in our city.*

## ORGANIZATIONAL CHART

### Yorkville Police Department Organizational Chart 2019



## PERSONNEL INFORMATION

### Employees

	September 2018	September 2019
Sworn Officers	26	31
Clerical	3	3
Part-Time Officers	4	3
Part-Time Community Service Officers	0	2
Part-Time Clerical	2	2
<b>Total</b>	<b>35</b>	<b>41</b>

### Overtime Hours Worked

	2018 Total	August 2019	September 2019
Call Outs / Stay Over	51.75	9.5	2
Clerical	43	20	2
Community Service	0	0	0
Court	98.5	25	12
Grants	0	0	0
HIDTA CPAT	0	0	14.5
HIDTA CIT	0	0	10.5
ILEAS Deployments	0	0	0
Investigations/ CPAT	407	33	17.5
Meetings	0	0	0
Miscellaneous	0	0	0
School Events	0	2	0
School Liaison Officer	0	0	0
Special Event Ribs on the River	0	0	0
Special Event Summer Solstice	4.5	0	0
Special Event Yorktober Fest	0	0	0
Special Event Fourth of July	37.5	0	0
Street/Shift Coverage	79	84	12
Training	97	6	10
Water Park Details	0	0	0
Misc. Details	107	0	0
OIC	14	0	0
<b>Total Overtime Hours</b>	<b>939.25</b>	<b>179.5</b>	<b>80.5</b>
<b>Total Regular Hours</b>	<b>56,819.75</b>	<b>4,447</b>	<b>4,980.75</b>

## Benefit Time Used

	2018 Total	August 2019	September 2019
Vacation	3,003	583	0
Holiday	656	54	50
Sick	1,084	65.25	0
Compensatory	707.75	92	12
Other	0	0	0
<b>Total Hours</b>	<b>5,450.75</b>	<b>794.25</b>	<b>62</b>

## Compensatory Time Earned

	2018 Total	August 2019	September 2019
<b>Total</b>	<b>3,047.25</b>	<b>391.375</b>	<b>256.5</b>

## COMMUNITY POLICING INITIATIVES



- Our bi-monthly Pet Adoption Promotion began on 09/18/19. YPD is partnering with Kendall County Animal Control to host one animal at the police department every other Wednesday, post photos and videos about the animal and his/her adoption information on our Facebook page, and promote community involvement and better relations between agencies. Asher the lab mix visited us this month!



- ‘Butter Burgers and Badges’ fundraising event for Special Olympics was 8/29/19. The Yorkville location collected \$883.96 in donations for the Special Olympics from our fundraiser – not including Culver’s donations!



## COMMUNITY PRESENTATIONS / MEETINGS

Date	Group	Officers	Topic
9/3/19	Command	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/4/19	District 115 – Autumn Creek	Chief Jensen Deputy Chief Mikolasek	Meeting
9/4/19	CPAAA	Chief Jensen	Meeting
9/6/19	City Administrator	Chief Jensen	Meeting
9/9/19	Department Head	Chief Jensen	Meeting
9/9/19	Police Commission	Chief Jensen	Meeting
9/10/19	Command	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/10/19	City Council	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/10/19	Cedarhurst	Chief Jensen	Special Event
9/11/19	YPD Budget	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/11/19	Citizen Meeting	Chief Jensen	Meeting
9/11/19	Public Safety	Chief Jensen	Meeting
9/11/19	Kendall Co. Records Mgrs.	Nicole Decker	Meeting
9/12/19	CPAT/SAO	Chief Jensen	Meeting
9/13/19	City Administrator	Chief Jensen	Meeting
9/13/19	YPD Budget	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/16/19	Department Head	Chief Jensen	Meeting



9/17/19	Kendall County Board of Health	Chief Jensen	Meeting
9/18/19	Kendall Chiefs Meeting	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier Nicole Decker	Meeting
09/18/19	KenCom Operations Board	Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/18/19	Enterprise Lease Program	Chief Jensen	Meeting
9/19/19	KenCom Personnel Committee	Chief Jensen	Meeting
9/19/19	KenCom Finance Committee	Chief Jensen	Meeting
9/20/19	YPD Budget	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/23/19	Citizen Meeting	Chief Jensen	Meeting
9/23/19	Department Head	Chief Jensen	Meeting
9/24/19	Command	Chief Jensen Deputy Chief Mikolasek Deputy Chief Pfizenmaier	Meeting
9/24/19	City Council	Chief Jensen	Meeting
9/25/19	City Attorney	Chief Jensen	Meeting
9/26/19	Cannabis Ordinance Discussion	Chief Jensen	Meeting
9/27/19	YPD Budget	Chief Jensen Deputy Chief Mikolasek	Meeting
9/27/19	City Administrator	Chief Jensen	Meeting
9/28/19	BKFD Open House	Deputy Chief Pfizenmaier Dayshift	Special Event
9/30/19	Department Head	Chief Jensen	Meeting
9/27/19	FTO Meeting	Det. Sgt. McMahon YPD Field Training Officers	Meeting

## TRAINING AND CAREER DEVELOPMENT

Date	Topic	Attendees	Hours
9/4/19	Mayors & Managers Meeting	Chief Jensen	2.0
9/6/19	Community Service Officer Training	CSO Aguila CSO Shapiama	16.0 16.0
9/10/19	Suicide Prevention Training Sexual Harassment Training	Approx. ½ Department	76.0
9/12/19	LEAP Conference Training	Nicole Decker	16.0
9/13/19	FBI – LEEDA	Sgt. Jeleniewski Sgt. Stroup	40.0 40.0



9/17/19	Suicide Prevention Training Sexual Harassment Training	Approx. ½ Department	76.0
9/20/19	Breath Alcohol Analysis	Ofc. Kuehlem	16.0
9/27/19	Crisis Intervention Team	Deputy Chief Pfizenmaier Detective Meyer	40.0 40.0
9/30/19	Dale Anderson – CourtSmart <ul style="list-style-type: none"> <li>• Civil Rights</li> <li>• Constitutional Authority</li> <li>• Law Updates</li> </ul>	Sworn Personnel	62.0
Total Training Hours			440.0

## TRAFFIC CRASH SUMMARY

Total Traffic Crash Reports 2019	480
Total Crash Report Short Form Private Property 2019	N/A
Total Crashes for the Month of <u>September</u> 2019	50

Hit & Run Crashes	3
Personal Injury Crashes	12
Property Damage Crashes	35
Fatality Crashes	0

### TOP 5 TRAFFIC CRASH INTERSECTIONS

Crash Intersection	Total Number of Crashes	Primary Contributory Causes
E. Schoolhouse Rd. & S. Bridge St.	4	Failure to reduce speed/following too closely
E. Veterans Pkwy & N. Bridge St.	2	Road construction/Disregard traffic signal
Galena Rd. & N. Cannonball Trl.	2	Failure to reduce speed
N. Bridge St. & Cannonball Trl.	2	DUI & Unable to determine (hit and run)
Rt 47. & Rt 30	2	Following too closely/failure to reduce speed
S. Bridge St. & E. Schoolhouse Rd.	2	Physical condition of driver/failure to reduce speed
W. Veterans Pkwy. & Sycamore Rd.	2	Surface defects/following too closely

Of the 50 crashes reported on the Illinois traffic crash report 80% were intersection related



Directed Patrol Area: **Huestis St @ Hydraulic St (Rail Safety Week)**

	Speeding	Lane Use	Turning	Traffic Control Device	Seatbelt	Other Moving	Cell Phone Usage	Totals
Citations	0	0	0	1	0	0	0	1
Warnings	0	0	0	1	0	0	0	1
<b>Total</b>	0	0	0	2	0	0	0	2

**PORTABLE SPEED SIGN / SPEED TRAILER DEPLOYMENT**

Dates of Deployment	Location	Type of Concern
N/A	N/A	N/A

**TRAFFIC ENFORCEMENT**

Citations	2018 Total	August 2019	September 2019
Speeding	216	7	14
No Insurance	152	12	2
Seatbelt	13	1	1
Other Moving Violations	642	34	42
<b>Total</b>	<b>1,023</b>	<b>54</b>	<b>59</b>

Warnings	2018 Total	August 2019	September 2019
Speeding	890	68	89
No Insurance	586	46	64
Seatbelt	43	3	1
Other Moving Violation	2,067	169	256
Miscellaneous/Parking	308	22	23
<b>Total</b>	<b>3,894</b>	<b>308</b>	<b>433</b>

## CRIMINAL INVESTIGATIONS

### INVESTIGATIONS HIGHLIGHT

On 12 September 2019, the investigations division assisted patrol on the report of a vehicle theft that had just occurred in Yorkville. The stolen vehicle fled from Officer's, but the vehicle was later found unoccupied in a remote area of Yorkville. Initial efforts to locate the suspect were not successful but he was later found and taken into custody. Based upon video evidence of the theft, data from the suspects cell phone and other evidence, charges were secured

against the suspect for Possession of a Stolen Motor Vehicle, Aggravated Fleeing and Eluding in a Stolen Vehicle, Fleeing and Eluding and Driving While License Suspended.

<b>Cases Assigned</b>	<b>2018 Total</b>	<b>August 2019</b>	<b>September 2019</b>
Adult	Unavailable	3	10
Juvenile	Unavailable	22	7
<b>Total</b>	Unavailable	<b>25</b>	<b>17</b>
<b>Cases Closed</b>	<b>2018 Total</b>	<b>August 2019</b>	<b>September 2019</b>
Adult	Unavailable	5	5
Juvenile	Unavailable	10	6
<b>Total</b>	Unavailable	<b>15</b>	<b>11</b>

<b>Total Arrests</b>	<b>2018 Total</b>	<b>August 2019</b>	<b>September 2019</b>
Adult	Unavailable	1	4
Juvenile	Unavailable	0	5
<b>Total</b>	Unavailable	<b>1</b>	<b>9</b>

<b>Evidence</b>	<b>2018 Total</b>	<b>August 2019</b>	<b>September 2019</b>
Items Recovered	1988	166	152
Items Destroyed or Returned	1071	233	21

## CRIME REPORTING

The Police Department volume of law enforcement activity during the reporting period is demonstrated by category in the table below. The data includes activity reported to the State of Illinois through monthly Uniform Crime Reports (UCR) as well as all other criminal and quasi-criminal activity that is not required to be reported to the State. For comparison purposes, the statistical reporting from the same reporting period one year ago is included. NOTE: This data is insufficient for use in establishing trends, assessing workload distribution or any other statistical analysis. Further data, delving beyond this report, is essential in determining accurate and meaningful insight beyond this report.

## REPORTS

	September 2018	September 2019	Total 2018	Total 2019
Criminal Reports	69	71	679	556
Non-Criminal Reports	56	63	369	416
Sex Offender Registration	1	3	8	10
911 Hang-Up / Misdial	Unk	13/0	Unk	103/24
Motorist Assist / Lock-Outs	Unk	11/13	Unk	301/311
Accident / Property Damage	49	48	600	458
Accident / Personal Injury	3	6	40	25
Accident / Fatal	0	0	1	0
Accident / Hit & Run	1	3	54	31
D.U.I Reports	2	3	32	9
<b>Total</b>	<b>181</b>	<b>234</b>	<b>1783</b>	<b>2244</b>

## OFFENSE SUMMARY (Part I Crimes)

	September 2019	September 2018	Total 2018	Total 2019
Murder	0	0	0	0
Sex Crimes	1	0	8	6
Robbery	0	0	3	3
Aggravated Battery	2	0	7	4
Burglary	1	0	17	8
Theft	4	14	179	90
Vehicle Theft	2	1	5	4
Arson	0	1	2	0
<b>Total</b>	<b>10</b>	<b>16</b>	<b>221</b>	<b>115</b>

## OFFENSE SUMMARY (Part II Crimes)

	September 2019	September 2018	Total 2018	Total 2019
Battery	4	4	42	33
Domestic Battery	6	12	91	65
Fraud	8	5	60	56
Property Damage	10	8	74	44
Weapons	0	0	3	3
Drug Offenses	4	1	29	28
Sex Offender	3	2	10	12
Disorderly Conduct	1	2	33	29
Alcohol Minors	3	1	33	15
D.U.I	3	2	34	8
Alcohol Offenses	0	0	0	1

<b>Total</b>	<b>42</b>	<b>37</b>	<b>409</b>	<b>294</b>
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## PATROL ARRESTS

	<b>2018 Total</b>	<b>September 2019</b>	<b>2019 Total</b>
Felony	26	1	7
Misdemeanors	337	41	280
<b>Total</b>	<b>363</b>	<b>42</b>	<b>287</b>

## CALLS FOR SERVICE

	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
2018	<b>1011</b>	<b>966</b>	<b>998</b>	<b>1038</b>	<b>1086</b>	<b>1133</b>	<b>1221</b>	<b>998</b>	<b>981</b>	<b>959</b>	<b>883</b>	<b>773</b>
2019	<b>850</b>	<b>851</b>	<b>990</b>	<b>996</b>	<b>1084</b>	<b>1010</b>	<b>1134</b>	<b>1134</b>	<b>1123</b>	-	-	-

## VEHICLE USE & EXPENSES

### SQUAD CAR OPERATION EXPENSES

	<b>Sept 2018</b>	<b>Sept 2019</b>
Monthly Mileage	Unavailable	20,857
Gasoline Expense	\$4,265.03	\$4,724.07
Gallons of Gasoline	1,749	1,981
Maintenance Expense	Unavailable	\$4,708.86
Cost Per Gallon	\$2.438	\$2.384
Cost Per Mile (Gasoline & Maintenance Costs Included)	Unavailable	\$0.452

### VEHICLE USAGE AND EXPENSES

<b>Squad #</b>	<b>Vehicle Year</b>	<b>Assigned</b>	<b>Ending Mileage</b>	<b>Beginning Mileage</b>	<b>Monthly Miles</b>
M-1	2016	Patrol	32,103	31,053	1,050
M-2	2006	Out of Service	107,221	107,221	0
M-3	2016	Deputy Chief	33,900	32,808	1,092
M-4	2003	Detective	121,471	120,764	707
M-5	2016	Patrol	50,979	49,169	1,810
M-6	2015	CSO	65,186	64,293	893
M-7	2011	Out of Service	130,939	130,939	0
M-8	2016	Chief of Police	17,673	17,209	464
M-9	2016	Patrol	49,476	47,921	1,555
M-10	2016	Patrol	33,612	31,808	1,804

M-11	2016	Patrol	8,986	7,535	1,451
M-12	2013	Training Vehicle	140,700	140,698	2
M-13	2016	Patrol	31,523	30,121	1,402
M-14	2013	SRO	101,986	101,647	339
M-15	2014	Detective	108,820	108,137	683
M-16	2015	Sergeant	73,371	72,329	1,042
M-17	2016	Detective	21,294	21,015	279
M-18	2015	Sergeant	61,674	60,590	1,084
M-19	2016	Patrol	58,563	57,923	640
M-20	2016	Patrol	13,718	12,349	1,369
M-21	2016	Patrol	9,090	7,940	1,150
M-22	2014	Task Force	63,625	62,592	1,033
M-23	2018	Deputy Chief	6,796	5,788	1,008
<b>Total Miles</b>					<b>20,857</b>



804 Game Farm Road  
Yorkville, IL 60560



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

PS 2019-35

### Agenda Item Summary Memo

**Title:** Adjudication Reports for September and October 2019

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** Nicole Decker Police  
Name Department

#### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Kirsten, Behr, Chris, Gregg



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/04/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1093		N	THOMAS, DESIREE L	Police Admin Tow	Impounded Vehicle F: 500 C: Ø	10/15/2019	NO
				Offense Location: 234 E VETERANS PKWY			
N 4166		N	NICHOLSON, DANIEL	N Mandatory	Certain Weeds (Over 8 Inches High) F: 750 C: Ø	08/19/2019	NO
				Offense Location: 206 HEUSTIS ST, YORKVILLE, IL 60560			
P 11723		N	MALUGA, BRIAN C	P Non Mandatory	Additional Parking Regulations F: 75 C: Ø	10/15/2019	NO
				Offense Location: 222 BERTRAM DR			
P 11955		N	FARHA, AMTUL N	P Non Mandatory	Solicitors: Certificate of Registration Required F: 250 C: Ø	10/15/2019	NO
				Offense Location: 2000 SUMAC DRIVE			
P 12105		N	GOLASKY, DANA L	P Non Mandatory	Parked on Road - Expired Registration F: 75 C: Ø	10/15/2019	NO
				Offense Location: 1100 DALTON AVE			
P 12151		N	DESHIELDS, THOMAS L	P Non Mandatory	Parked on Road - Expired Registration F: 75 C: Ø	10/15/2019	NO
				Offense Location: BAILEY RD / BISSEL DR			
P 12152		N	RICHMOND, EMANUEL W	P Non Mandatory	Parked on Road - Expired Registration F: 75 C: Ø	10/15/2019	NO
				Offense Location: BAILEY RD / BISSEL			

Wally, Amber, Hunter, Gina, Chris.



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/09/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1159	N/S	N	MONEY, HEATHER	Police Admin Tow	Impounded Vehicle	10/28/2019	NO
				Offense Location: 958 N BRIDGE ST	liable \$500 bond to Sha		
N 4004		N	REYES, ERIKAA	N Mandatory	Cannabis	10/21/2019	NO
				Offense Location: VAN EMMON / HEUSTIS	Plea: liable \$150		
N 4005		N	REYES, ERIKAA	N Mandatory	Littering	10/21/2019	NO
				Offense Location: VAN EMMON / HEUSTIS	Plea: liable \$75		
N 4006		N	DAVEY, KEAGAN R	N Mandatory	Cannabis	10/21/2019	NO
				Offense Location: 1652 N BEECHER RD	Plea: liable F\$150.00		
N 4183	N/S	N	NC GLOBAL, LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	10/21/2019	NO
				Offense Location: 1032 S CARLY CIR, YORKVILLE, IL 60560	liable F\$ 500		
N 4184	N/S	N	NC GLOBAL, LLC	N Mandatory	Junk, Trash and Refuse; Nuisance	10/21/2019	NO
				Offense Location: 1032 S CARLY CIR, YORKVILLE, IL 60560	liable F\$ 500		
N 4185	N/S	N	NC GLOBAL, LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	10/21/2019	NO
				Offense Location: 1023 S CARLY CIR, YORKVILLE, IL 60560	liable F\$ 500		
N 4186	N/S	N	NC GLOBAL, LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	10/21/2019	NO
				Offense Location: 983 S CARLY CIR, YORKVILLE, IL 60560	liable F\$ 500		
N 4187		N	NC GLOBAL, LLC	N Mandatory	Junk, Trash and Refuse; Nuisance	10/21/2019	NO
			Dismissed	Offense Location: 983 S CARLY CIR, YORKVILLE, IL 60560			
P 10256		N	ROSS, CRYSTAL M	P Non Mandatory	Expired Registration	10/21/2019	NO
				Offense Location: VAN EMMON ST/ MILL RD	van F\$75		
P 10332		N	STOCK, CHRISTINA M	P Non Mandatory	Disturbing the Peace (Domestic Animals)	10/21/2019	NO
				Offense Location: 2447 EMERALD LN	F \$75		
P 11493		N	JACOB JR., ROBERT C	P Non Mandatory	Disturbing the Peace (Domestic Animals)	10/21/2019	NO
				Offense Location: 2273 BERESFORD DR	F \$75		
P 11656	pd	N	SALAS, CORINA	P Non Mandatory	Expired Registration	10/21/2019	NO
				Offense Location:			
P 11724		N	HARVEY JR, JOSHUA R	P Non Mandatory	Parked on Road - Expired Registration	10/21/2019	NO
				Offense Location: 1404 ORCHID STREET	F \$75		
P 11956		N	KASPAR, LAUREN E	P Non Mandatory	Expired Registration	10/21/2019	NO
				Offense Location: VAN EMMON/RT 47	F \$75		
P 12055		N	MILLER, CHIRAYNE N	P Non Mandatory	No Registration Plate	10/21/2019	NO
				Offense Location: VAN EMMON RD / HEUSTIS	F \$75		

Total # of Cases: 16

P11955 Petition to set aside default - set for Gregg's Call  
Page 1 of 1



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/16/2019

Nicole D.  
Gina H.  
Behr P.  
Gregg I.

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1198		N	RAMIREZ, FRANK	Police Admin Tow	Impounded Vehicle	10/28/2019	NO
				Offense Location:	S BRIDGE ST/ GREENBRIAR RD Findings: Liable Fac: \$500 bond applies		
N 4007		*	MCGLOTHLIN, DEAN D	N Mandatory	Possession of Paraphernalia Plea: Liable	10/28/2019	NO
				Offense Location:	797 GAME FARM RD Findings: Liable Fac: \$250.00		
N 4008		*	MCGLOTHLIN, DEAN D	N Mandatory	Cannabis Plea: Not Liable	10/28/2019	NO
				Offense Location:	797 GAME FARM RD Findings: Liable Fac: \$75.00		
N 4181		N	YORKVILLE HOLDINGS LLC	N Mandatory	Exterior Property Areas Plea:	09/30/2019	NO
				Offense Location:	1901-1965 S BRIDGE ST, YORKVILLE, IL 60560 Findings: Dismissed per city rep		
N 4188		N	MONTANEZ, ORLANDO	N Mandatory	Certain Weeds (Over 8 Inches High)	10/28/2019	NO
				Offense Location:	1569 WALSH DR, YORKVILLE, IL 60560 Findings: Dismissed per city rep		
N 4189		N	SUBURBAN EQUITY GROUP	N Mandatory	Certain Weeds (Over 8 Inches High)	10/28/2019	NO
				Offense Location:	706 HEUSTIS ST, YORKVILLE, IL 60560 Findings: Liable Fac: \$750.00		
N 4190		N	HARI DEVELOPMENT LLC C/O ASHISI	N Mandatory	Certain Weeds (Over 8 Inches High)	10/28/2019	NO
				Offense Location:	LT 2 FOUNTAINVIEW SUB, YORKVILLE, IL 60560 Findings: Liable Fac: \$75.00		
N 4191		N	GRANDYS, VICKI	N Mandatory	Motor Vehicles on Property	10/28/2019	NO
				Offense Location:	203 CENTER PKWY, YORKVILLE, IL 60560 Findings: Liable Fac: \$150.00		



Kirsten, Ray, Wally, Gina, Chris



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
09/23/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense		1st Date	Check In
19-1196		N	WEBER, SARAH Z	Police Admin Tow	Impounded Vehicle	F: 500 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	1402 N BRIDGE ST	PAID Prior to hearing		
19-1212		N	BENNETT, SARAH E	Police Admin Tow	Impounded Vehicle	F: 500.00 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	1545 CORAL DR			
N 3733		N	WEBER, SARAH Z	N Mandatory	Possession of Paraphernalia	F: 250.00 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	1402 N BRIDGE			
N 3734		N	WEBER, SARAH Z	N Mandatory	Cannabis	F: 150.00 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	1402 N BRIDGE ST			
N 4009		N	KALLERGIS, PETER N	N Mandatory	Possession of Paraphernalia	F: 250.00 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	1435 ORCHID ST			
N 4192		N	BORGOINE, CRYSTAL/SULEJMANI, IL	N Mandatory	Motor Vehicles on Property	Dismissed per city Pre hearing compliance	11/04/2019	NO
				Offense Location:	204 A HILLCREST AVE, YORKVILLE, IL 60560			
N 4193		N	BORGOINE, CRYSTAL/SULEJMANI, IL	N Mandatory	Motor Vehicles on Property	Continued to 10/28/19	11/04/2019	NO
				Offense Location:	204 A HILLCREST AVE, YORKVILLE, IL 60560			
N 4194		N	DONDA, BRIAN	N Mandatory	Fencing Standards	Dismissed per city Pre hearing compliance	11/04/2019	NO
				Offense Location:	112 CONOVER CT, YORKVILLE, IL 60560			
N 4195		N	DONDA, BRIAN	N Mandatory	Certain Weeds (Over 8 Inches High)	Dismissed per city Pre hearing compliance	11/04/2019	NO
				Offense Location:	112 CONOVER CT			
P 10247		N	POEPELMEIER, JAMES R	P Non Mandatory	Expired Registration	F: 75 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	CENTER ST / WEST ST			
P 11957		N	BELL, CHANDLER J	P Non Mandatory	Careless Driving or Parking	F: <input checked="" type="checkbox"/> C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	ALICE AVE/ CANNONBALL TRAIL			
P 12108		N	TAYLOR, BRANDON E	P Non Mandatory	Additional Parking Regulations	F: 75 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	BERTRAM DR / DEAD END			
P 13226		N	LEANNAH, SAVANNAH R	P Non Mandatory	Expired Registration	F: 75 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	RT 71/ VILLAGE VIEW DR			
P 8184		N	RICHMOND, EMMAUNEL W	P Non Mandatory	Parked on Road - Expired Registration	F: 75 C: <input checked="" type="checkbox"/>	11/04/2019	NO
				Offense Location:	3752 BAILEY RD			

Wally, Behr, Amber, Chris



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
09/30/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1238	W/S	N	RICE, JENNA R	Police Admin Tow	Impounded Vehicle	11/12/2019	NO
				Offense Location: W VETERANS PKWY/ CANNONBALL TRAIL		\$500 bond + apply	
19-1264	N/S	N	MERAZ, MARCELO	Police Admin Tow	Impounded Vehicle	11/12/2019	NO
				Offense Location: RT 34 / AMERICAN WAY			
19-1276	N/S	N	WOLF, JOSELYN N	Police Admin Tow	Impounded Vehicle	11/12/2019	NO
				Offense Location: 100 W VETERANS PKWY			
P 12110	N/S	N	RICHMOND, EMMAUNEL W	P Non Mandatory	Parked on Road - Expired Registration	11/12/2019	NO
				Offense Location: 3700 BLOCK OF BAILEY RD		F \$75	
P 8185	pol	N	<del>Perez-Nova, Oscar M</del>	P Non Mandatory	Parked on Road - Expired Registration	11/12/2019	NO
				Offense Location: 1345 CHESTNUT LN			
P 8186	N/S	N	ZAROSNY, CHRISTINE E	P Non Mandatory	Blocking Sidewalk	11/12/2019	NO
				Offense Location: 1007 N CARLY CIRCLE		F \$75	

Amber, Kay, Chris,



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
10/07/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1309	N/S	*	N	LEON-RANGEL, JOSUE	Police Admin Tow Impounded Vehicle	11/18/2019	NO
				Offense Location: RT 47 / GARDEN			
19-1315	N/S		N	SMITH, IKEIAHA P	Police Admin Tow Impounded Vehicle	11/18/2019	NO
				Offense Location: RT 47 / FOUNTAINVIEW DR			
P 12004	N/S		N	ARENDT, LISAA	P Non Mandatory Parked on Road - Expired Registration	11/18/2019	NO
				Offense Location: 1189 WALSH DR			
P 8189	N/S		N	MALUGA, BRIAN C	P Non Mandatory Stopping/Standing/Parking (Specific Places)	11/18/2019	NO
				Offense Location: 222 BERTRAM			
P 8341	N/S		N	HETTLER, AARON J	P Non Mandatory Parked on Road - Expired Registration	11/18/2019	NO
				Offense Location: 2288 GRANDE TRAIL CT			

500 bond will apply  
" " " apply  
F \$ 75  
F \$ 75  
F \$ 75

Compliance Date 11-23-19

Amber. Behr. Chrs. Wally



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
10/14/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1325	N/S	N	VASQUEZ, PETER	Police Admin Tow	Impounded Vehicle	11/25/2019	NO
				Offense Location: GALENA / CANNONBALL TRL		\$500 bond + apply	
19-1336	N/S	N	MILES, TAIVON D	Police Admin Tow	Impounded Vehicle	11/25/2019	NO
				Offense Location: ROUTE 71/ WALSH DR		\$500 bond + apply	
19-1365	N/S	N	GENGE, CHAITANYA	Police Admin Tow	Impounded Vehicle	11/25/2019	NO
			Not paid	Offense Location: W VETERANS PKWY/ CANNONBALL TRAIL		F \$500	
19-1370	N/S	N	ESCOBEDO, CESAR	Police Admin Tow	Impounded Vehicle	11/25/2019	NO
				Offense Location: S BRIDGE ST/ ROUTE 126		\$500 bond + apply	
N 2669		N	REYES, JUAN L	N Mandatory	Possession of Paraphernalia	11/25/2019	NO
				Offense Location: MCHUGH RD/ E VETERANS PKWY		Plea. liable F\$ 250.00	
N 2670		N	REYES, JUAN L	N Mandatory	Cannabis	11/25/2019	NO
				Offense Location: MCHUGH RD/ W VETERANS PKWY		Plea. liable F\$ 100.00	
N 3981	N/S	N	KALLERGIS, PETER N	N Mandatory	Retail Theft (Shoplifting)	11/25/2019	NO
				Offense Location: 945 ERICA LN		F\$ 300.00	
N 4076		N	VASQUEZ, OSCAR	N Mandatory	Dog Bite, Injuring Person	11/25/2019	NO
				Offense Location: 222 BERTRAM DR		Plea. liable F\$ 75.00	
P 11768	N/S	N	MILLARD, SAGE S	P Non Mandatory	Expired Registration	11/25/2019	NO
				Offense Location: VAN EMMON ST/ MILL ST		F\$ 75	
P 13227	N/S	N	RIVERA, ANTHONY	P Non Mandatory	Expired Registration	11/25/2019	NO
				Offense Location: E FOX RD/ MILL ST		F\$ 75	

Kirsten, Ray, Chris, Gregg



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
10/21/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense	1st Date	Check In
19-1407		N	BETHKE, PHILLIP M	Police Admin Tow	Impounded Vehicle	F: 500 C: 0	12/02/2019 NO
Offense Location: W KENDALL DR/ POWERS CT							
P 8191		N	POST, MARY A	P Non Mandatory	Parked on Road - Expired Registration	F: 75 C: 0	12/02/2019 NO
Offense Location: 838 GREENFIELD TURN							
P 8613	*	N	STAUDACHER, REX R	P Non Mandatory	Running at Large (Domestic Animals)	F: 75 C: 0	12/02/2019 NO
Offense Location: 81 CROOKED							



Wally, Kirsten, Pat, Pete, Chris



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
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DOCKET INFORMATION  
10/28/2019

Case Number	Juv.	Atty.	Defendant	Ticket Type	Offense		1st Date	Check In
19-1418		N	GONZALEZ, DEAN	Police Admin Tow	Impounded Vehicle	F: 500 C: 0	12/09/2019	NO
				Offense Location: S BRIDGE ST/ W VAN EMMON ST				
N 3168	*	N	OPPONG, ISREAL M	N Mandatory	Possession of Tobacco by Minor	F: 75.00 C: 0	12/09/2019	NO
				Offense Location: 702 GAME FARM RD				
N 3500		N	LETT SOME, TRISTAN AD	N Mandatory	Cannabis	F: 250 C: 0	12/09/2019	NO
				Offense Location: N BRIDGE ST/ APPLETREE CT				
N 4051		N	NC GLOBAL LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 0 C: 0	12/09/2019	NO
				Offense Location: 1032 S CARLY CIR, YORKVILLE, IL 60560		DISMISSED PER CITY (Pre hearing compliance)		
N 4052		N	NC GLOBAL LLC	N Mandatory	Junk, Trash and Refuse; Nuisance	F: 500 C: 0	12/09/2019	NO
				Offense Location: 1032 S CARLY CIR, YORKVILLE, IL 60560				
N 4053		N	ARRIAGA, ADAN	N Mandatory	Motor Vehicles on Property	F: 200 C: 0	12/09/2019	NO
				Offense Location: 1008 SUNSET AVE, YORKVILLE, IL 60560				
N 4054		N	BRADFORD, WILLIAM OR JENNIFER	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 0 C: 0	12/09/2019	NO
				Offense Location: 2754 ALAN DALE LN, YORKVILLE, IL 60560		DISMISSED PER CITY (Pre hearing compliance)		
N 4193		N	BORGOINE, CRYSTAL/SULEJMANI, IL	N Mandatory	Motor Vehicles on Property	F: 75 C: 0	11/04/2019	NO
				Offense Location: 204 A HILLCREST AVE, YORKVILLE, IL 60560				
N 4196		N	SUBURBAN EQUITY GROUP	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 0 C: 0	12/09/2019	NO
				Offense Location: 706 HEUSTIS ST		DISMISSED PER CITY (Pre hearing compliance)		
N 4197		N	PAPENDICK, SCOTT D	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 2,000 C: 0	12/09/2019	NO
				Offense Location: 402 LIBERTY ST, YORKVILLE, IL 60560				
N 4198		N	NC GLOBAL LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 500 C: 0	12/09/2019	NO
				Offense Location: 983 S CARLY CIR, YORKVILLE, IL 60560				
N 4199		N	NC GLOBAL LLC	N Mandatory	Certain Weeds (Over 8 Inches High)	F: 0 C: 0	12/09/2019	NO
				Offense Location: 1023 S CARLY CIR, YORKVILLE, IL 60560		DISMISSED PER CITY (PRE HEARING COMPLIANCE)		
N 4200		N	NC GLOBAL LLC	N Mandatory	Junk, Trash and Refuse; Nuisance	F: 500 C: 0	12/09/2019	NO
				Offense Location: 1023 S CARLY CIR, YORKVILLE, IL 60560				



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

PS 2019-36

### Agenda Item Summary Memo

**Title:** Joint Radio Purchase RFP Agreement Approval

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** See Attached Memo

### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Carri Parker, Purchasing Manager

Administration

Name

Department

### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

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# Memorandum

To: Public Safety Committee  
From: Carri Parker, Purchasing Manager  
James Jenson, Police Chief  
CC: Bart Olson, City Administrator  
Date: November 7, 2019  
Subject: A Beep, LLC Professional Services Agreement for the Police Radios, Accessories and Licenses.

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## **Summary**

Discussion of the Professional Services Agreement for the Joint Purchase of Radios, Accessories and Licenses for Multiple Agencies RFP.

## **Background**

In February, Purchasing Manager Parker was informed that the KenCom Dispatch Center would be installing a new P5 program to allow digital channels for all police agencies using KenCom. The timeline was not set at that time, therefore, was not discussed until late April 2019.

In April 2019, KenCom communicated to all participating agencies through the finance committee and the executive board that the digital platform on P5 would be going live by the end of 2019 and that all agencies, in order to utilize P5 would need to convert their current police radios to a digital format. In addition, KenCom advised that by the end of 2020 they will be incorporating digital encryption on the P5 frequency. At the same time, the Yorkville Police Department purchased 30 portable radios in the amount of \$22,888.00 in FY2019. These radios will support the digital and encryption format; however, digital and encryption licensing will need to be purchased.

In May 2019, Purchasing Manager Parker reached out to the five core agencies (Yorkville, Oswego, Montgomery, Plano and Kendall County) that utilize KenCom. All five agencies worked with Purchasing Manager Parker to identify the radio specifications and agreed to participate in the Request for Proposal to reduce the overall cost of purchase and agreed to the following timeline of funding over three fiscal years.

- Portable Radio Digital Licensing will be purchased in May 2020 (FY21 Budget)
- Portable Radio Encryption Licensing will be purchased in May 2021 (FY22 Budget)
- Mobil Radios and Licensing will be purchased in May 2022 (FY23 Budget)

In October 2019, Purchasing Manager Parker released the Request For Proposal to several agencies that would be able to fulfill the purchase specifications. The proposals were due on October 30, 2019 at 9:00 a.m. There were 2 proposals received. After looking over all of them, Purchasing Manager Parker recommends entering into an agreement with A Beep, LLC for the purchase of the radios including accessories and licenses according to the schedule above.

The estimated cost to the City is as follows:

- FY21 - \$33,468
  - Portable Radio Digital Licensing - \$17,528
  - Portable Radio Purchase including both licenses - \$15,940
- FY22 – Portable Radio Encryption Licensing - \$25,872
- FY23 – Mobil Radios and Licensing - \$23,445

Should the City need to purchase additional portable radios other than the 30 currently in stock, the radio will include the two licenses (digital and encryption) in its purchase price and will not follow the three-year timeline.

### **Recommendation**

Staff requests the Committee recommend to the City Council to authorize the execution of a professional services agreement with A Beep, LLC, for the purchase of radios including accessories and licenses.

### **Attachments**

- Exhibit A – Proposal Evaluation Analysis
- Exhibit B – Request For Proposal for the Joint Purchase of Radios, Accessories and Licenses for Multiple Agencies Submission - A Beep, LLC Proposal

# EXHIBIT A

## Request For Proposals Evaluation Sheet - Joint Radio, Accessories and Licenses Purchase Wednesday, October 30, 2019

### United City of Yorkville

Summary	Quantity	A Beep Item Cost	A Beep Total	United Radio Item Cost	United Radio Total
One New Portable Radio including licenses	10	\$ 1,594.00	\$ 15,940.00	\$ 1,557.43	\$ 15,574.30
One New Mobile Radio including licenses	15	\$ 1,563.00	\$ 23,445.00	\$ 1,740.68	\$ 26,110.20
One New Portable Radio without licenses	10	\$ 833.00	\$ 8,330.00	\$ 676.00	\$ 6,760.00
One New Mobile Radio without licenses	15	\$ 802.00	\$ 12,030.00	\$ 859.25	\$ 12,888.75
Adding both licenses to one existing radio	56	\$ 761.00	\$ 42,616.00	\$ 881.43	\$ 49,360.08
Adding digital licenses to one existing radio	56	\$ 313.00	\$ 17,528.00	\$ 465.05	\$ 26,042.80
Adding encryption licenses to one existing radio	56	\$ 462.00	\$ 25,872.00	\$ 505.38	\$ 28,301.28

### Optional

Diga-Talk per radio	55	\$ 288.00	\$ 15,840.00	\$ -	\$ -
Bank Charger	1	\$ 525.00	\$ 525.00	\$ 487.23	\$ 487.23
Battery	35	\$ 129.00	\$ 4,515.00	\$ 119.90	\$ 4,196.50

### Fiscal Year Impact

Portable Radio Purchase	\$ 15,940.00
Digital License Purchase	\$ 17,528.00
Encryption License Purchase	\$ 25,872.00
Mobile Radios with Licenses	\$ 23,445.00



452 N. CHICAGO ST. • JOLIET, IL 60432 • Fax (815) 740-1357 • (815) 740-1780 • [www.abeep.com](http://www.abeep.com)

October 29, 2019

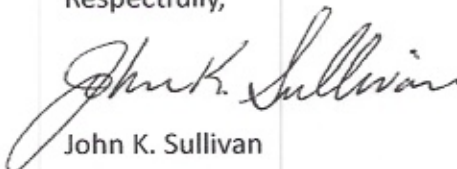
Carri Parker  
Purchasing Manager  
100 Parkers Mill  
Oswego, IL 60543  
Direct: 630.746.0871  
Email: [cparker@oswegoil.org](mailto:cparker@oswegoil.org)

Thank you for this opportunity to provide products and services to all agencies involved. Please accept the attached proposal as well as this cover letter for your consideration. A Beep LLC has been serving the Public Safety, Education, and Business and Industry radio needs in your area and throughout the greater Chicagoland area since 1996. In recent years we have expanded our services with our Diga-Talk network to provide radio coverage from Green Bay Wisconsin to Southern Illinois as well as Northwest Indiana. This system could provide coverage as back up to your county network as well as provide additional coverage beyond Kendall County into Cook county and other surrounding areas. Additional talk groups could be added by individual agencies as needed. There are no other UHF digital trunking systems in the area with as much coverage and capacity as the Diga-Talk Network.

A Beep is one of the largest Kenwood dealers in the mid-west and has provided the NX5000 line of radios to many of our customers with great success. Our public safety customers have enjoyed this quality radio for its many features, low cost of ownership, and dependability. We have an excellent staff of service technicians that are able to provide service and installation of all of your radio needs. We do all of this in house without the use of sub contractors.

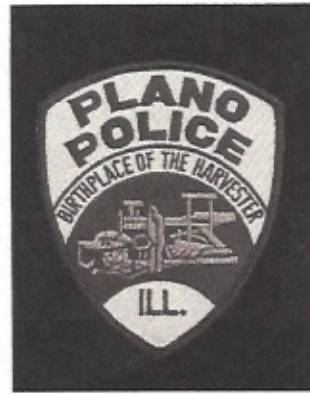
A Beep is also the sole provider for the radio infrastructure and related systems for Kencom and has recently been awarded a contract to upgrade the existing Kencom radio networks. Some of these upgrades include P25 digital and encryption. Selecting A Beep to provide, service, and maintain your existing fleet of Kenwood portable and mobile radios as well as your new purchases will help to maintain the integrity of the total communications systems from dispatch to the field.

Respectfully,



John K. Sullivan





## **REQUEST FOR PROPOSAL (RFP)**

### **JOINT PURCHASE OF RADIOS, ACCESSORIES, AND LICENSES FOR MULTIPLE AGENCIES**

**PROPOSALS DUE: OCTOBER 30, 2019 AT 9:00 A.M.**



## **I. INTRODUCTION**

The Village of Oswego is accepting sealed proposals from qualified and experienced Vendor who is interested in providing radios, accessories, and licenses to KenCom Public Safety Dispatch (KenCom) police agencies and any other agencies who should choose to participate in this joint purchase.

KenCom Public Safety Dispatch is an Emergency 9-1-1 Public Safety Answering Point (Dispatch Center) serving the Kendall County Sheriff's Office, the police departments of the Village of Oswego, United City of Yorkville, City of Plano, Village of Montgomery and many other departments.

The term "Agencies" whenever used in this document shall be to mean the Village of Oswego, United City of Yorkville, City of Plano, Village of Montgomery, Kendall County Sheriff's Office, Kendall County Coroner's Office and KenCom Public Safety Dispatch Center.

## **II. SPECIFICATIONS**

### **1) Portable Radios – Kenwood NX-5300 K2 UHF**

- a) Included:
  - NX-5300 K2 Portable Radio Chassis
  - NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
  - NXDN® Conventional / TYPE-C (Gen1/Gen2) Trunking
  - Belt Clip (KBH-11)
  - Universal Connector Cap
  - User Guide
- b) Included Accessories:
  - Speaker Microphone (KMC-70M)
  - Antenna, UHF, Whip (KRA-27)
  - Battery (Li-Ion, 3400mAH (KNB-L3M)
  - Charger, Single Unit, Rapid (KSC-32)
  - Hard leather case with A Wedge swivel belt loop (KW9032-VBW)
- c) Included Warranty:
  - Manufacturer: 3 Year
  - Accessories: 1 Year

### **2) Mobile Radios – Kenwood NX-5800K UHF**

- a) Included:
  - NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
  - NXDN® Conventional / TYPE-C (Gen1/Gen2) Trunking
  - DTMF
  - Vehicle Coax Kit



- 460MHz Whip, Straight RF Antenna 450MHz ~ 470MHz 0dB NMO Base Mount
  - User Guide
  - b) Included Warranty:
    - Manufacturer: 3 Year
    - Accessories: 1 Year
- 3) License Keys for New and Existing NX5000 Radios**
- a) NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
  - b) P25 Conventional Features (KWD-5100CV)
  - c) AES & DES Encryption Module (KWD-AE31K)
  - d) L-5004 Install KWD-AE31K in NX-5000 series
- 4) Agency Optional Accessories**
- a) Rapid rate 6-unit charger CEC Compliant (KSC-326AK)
  - b) Battery (Li-Ion, 3400mAH (KNB-L3M))
- 5) Licenses**
- a) KPG-AE1K AES/DES Encryption Software Key Loader for KWD-AE31K  
Authentication by KPT-300LMC is required. Note: KPG-AE1 is a U.S. DOC/BIS Export Controlled Item (ECCN 5D002A).
  - b) KPG-D1NK License Key for KPG-D1NK Programming Software for NX-5000  
Portable/Mobile (Windows® Vista/7/8/8.1)
  - c) KPG-46XM full Speed USB Programming interface cable
  - d) KPG-36XM full Speed USB Programming interface cable
- 6) Installation**
- a) Installation labor to remove existing radio and install dash mount radio.
  - b) Installation labor to remove and replace existing coax, mount, and antenna.
  - c) Labor radio programming per each Agency and KenCom Specifications.

### **III. WARRANTIES FOR SUPPLIES AND SERVICES**

Vendor shall ensure that all manufacturers' warranties are transferred to the Agencies individually and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Agencies payment, acceptance, inspection or failure to inspect the supplies.

Vendor warrants that all services will be performed to meet the requirements of the agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the agreement or Agencies policies.

#### **IV. VENDOR REQUIREMENTS**

Vendor must be an authorized dealer or authorized reseller of the equipment.

#### **V. POTENTIAL PURCHASE QUANTITY**

Agency	Portable	Mobile	Digital	Encryption
Kendall County Sherriff	118	46	164	164
Village of Oswego*	10	24	94	94
Village of Montgomery	35	0	50	50
United City of Yorkville*	5	17	55	55
City of Plano	29	11	40	40
KenCom	5	0	5	5
Kendall County Coroner	5	2	7	7
<b>TOTAL</b>	<b>207</b>	<b>100</b>	<b>415</b>	<b>415</b>

\*The Village of Oswego and the United City of Yorkville have previously purchased a majority of their portable radios.

#### **VI. SCHEDULE**

<b>Proposal Process and Purchase Steps</b>	<b>Estimated Deadline Date(s)</b>
Release to the Public	October 8, 2019
Final Date to Submit Questions	October 18, 2019, by 3:00 pm
Addendum Posted (if any)	October 22, 2019, by 12:00 pm
Emailed Proposals Due	October 30, 2019 at 9:00 am
Agencies Board/Council Agreement Approvals	November 2019
Digital licensing on all portable radios	FY2021
Encryption licensing on all portable radios	FY2022
Digital and Encryption on all mobile radios	FY2023
Purchase Complete/Contract Expiration Date	December 31, 2023



## **GENERAL CONDITIONS**

### **I. JOINT PURCHASING**

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body.

Illinois statutes, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

### **II. PREPARATION AND SUBMISSION OF PROPOSALS**

- A. Each Proposal shall be submitted on the exact form furnished. All blank spaces for Proposal prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Proposal, the prices expressed in written words shall govern.
- B. Each Responder must submit the following items in their electronic proposal packet:
  - 1. Subcontractors List
  - 2. References
  - 3. Detailed Exception Sheet
  - 4. Signed Proposal Sheet
  - 5. Signed Respondent Proposal Agreement
- C. Vendors may attach separate sheets to the Proposal for the purpose of explanation, exception, alternate Proposal and to cover unit prices, if needed.
- D. Vendors may withdraw their Proposal either personally or by written request at any time before the hour set for the Proposal opening and may resubmit it. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the agreement has been delayed for a period of more than thirty (30) days.
- E. In submitting this Proposal, the Responder further declares that the only person or party interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm or corporation.
- F. The Responder further declares that he has carefully examined this entire Proposal Package, and he has familiarized himself with all of the local conditions affecting the agreement and the detailed requirements of this work and understands that in making the Proposal he waives all rights to plead a misunderstanding regarding same.

- G. The Responder further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the agreement, except such materials as are to be furnished by the owner (Agencies), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Responder further agrees that if the Agencies decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. The Responder further agrees that the Agencies representative may at any time during the progress of the work covered by the Agreement, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Agreement as a specific item covered by a lump sum price, and which are not included under the Proposal price for other items in the Agreement, shall be performed as extra work.
- J. The Responder further agrees to execute all documents within this Proposal Package, for this work and present all of these documents to the Agencies.
- K. The Responder further agrees to execute all documents within this Proposal Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Agreement.
- L. By submitting a Proposal, the Responder understands and agrees that, if his proposal is accepted, and he fails to enter into an agreement forthwith, he shall be liable to the Agencies for any damages the Agencies may thereby suffer.
- M. No Proposal shall be considered unless the party offering it shall furnish evidence satisfactory to the Agencies that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Agreement.
- N. Proposals shall be emailed to [cparker@oswego-il.org](mailto:cparker@oswego-il.org) by **October 30, 2019 at 9:00 a.m. local time.**

### **III. ADDITIONAL INFORMATION REQUEST**

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email [cparker@oswego-il.org](mailto:cparker@oswego-il.org). Answers will be provided in writing to all potential Responders; No oral comments will be made to any Responder as to the meaning of the Proposal and Specifications or other Proposal documents. Responders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Responder should have been aware of, and the Agencies will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Agencies) from any officer, agent, or employee of the Agencies or any other person shall not affect the risks or obligations assumed by the Responder or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other agreement documents. Before the Proposals are opened, all modification or additions to the Proposal documents will be made in the form of a written Addendum issued by the Agencies. Any Addendum issued will be posted on the Agencies website. In the event of a conflict with the original agreement documents, addenda



shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Responder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Responder to include a signed formal Addendum in its Proposal quotation shall deem its quotation non-responsive: provided, however, that the Agencies may waive this requirement if it is in its best interest.

#### **IV. VENDORS RESPONSIBILITY**

The Responder is responsible for being familiar with all conditions, instructions, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Vendor from the performance of the duties and obligations imposed under the terms of this agreement. The Responder acknowledges that local ordinance permits the Agencies to give preference to local businesses.

- A. The Agencies is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. To be valid, the Proposals shall be itemized so that selection for purchase may be made, thus being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Agencies shall reserve the right to add or to deduct from the base Proposal and/or alternate Proposal any item at the prices indicated in the itemization of the Proposal.
- D. All Proposals shall be good for thirty (30) days from the date of the Proposal opening.
- E. Responders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

#### **V. AWARD OF PROPOSAL**

An agreement will be awarded by each participating agency and their respective corporate authorities will make the final award of the proposal. The successful Responder and each Agency will execute an agreement set forth in the proposal package within fourteen (14) days from the award of the agreement. The Agencies reserve the right to reject any or all proposals. No proposal shall be withdrawn for a period of thirty (30) days after the proposal opening date without the consent of the Village.

In addition to price, the Agencies will consider:

- Ability, capacity, and skill to fulfill the agreement as specified.
- Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- Character, integrity, reputation, judgment, experience, and efficiency.
- Quality of performance on previous agreements.
- Previous and existing compliance with laws and ordinances relating to the agreement.
- Sufficiency of financial resources.
- Quality, availability, and adaptability of the commodities, services or construction, in relation to the Agencies' requirements.

- Ability to provide future maintenance and service under the agreement.
- Number and scope of conditions attached to the Proposal /Proposal.
- Record of payments for taxes, licenses or other monies due to the Agencies.

## **VI. REJECTION OF PROPOSALS**

- A. The Agencies reserves the right to cancel Requests for Proposals without penalty when it is in the best interest of the Agencies. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Agencies reserves the right to reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Responder and to make an award to the response deemed to be the most advantageous to the Agencies.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Agencies in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Responder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

## **VII. EQUAL OPPORTUNITY**

The Responder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

## **VIII. NON-DISCRIMINATION**

The Proposal der, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **IX. EXECUTION OF DOCUMENTS**

The Proposal der, in signing this Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- B. Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.



*Request for Proposals –  
Joint Purchase for Radios, Accessories and Licenses*

If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority. The Agreement shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

**X. INELIGIBLE RESPONDENTS OR VENDORS**

The Respondent shall certify their review of the Village debarment list found at [www.oswegoil.org](http://www.oswegoil.org) and to further comply with all provisions of Title 1-16-16 of the Village Code. Each Proposal, Proposal or quotation must also include a listing of all intended subcontractors.

Proposals received from any listed Respondent in response to an invitation for Proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Respondent shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such Proposals, quotations, or offers.

The Agencies assumes that submission of a proposal means that the person submitting the Proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

## **SUBCONTRACTOR LISTING**

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

### **Subcontractor No. 1**

N/A	
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Value of Work	Nature of Work

### **Subcontractor No. 2**

N/A	
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Value of Work	Nature of Work

### **Subcontractor No. 3**

N/A	
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Value of Work	Nature of Work

If additional sheets are needed, please make copies.



## REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this Proposal.

### Reference No. 1

Town of Cicero Police Department

Business Name

4901 W. Cermak Rd. Cicero IL 60804

Address

City, State, Zip Code

Police Superintendent Jerry Chlada Jr. 708 652-2130

Contact Person

Telephone Number

2015 - Present

Provide Two-Way Radios and Service

Dates of Service

Nature of Work

### Reference No. 2

Kencom

Business Name

1100 Cornell Land Yorkville IL 60560

Address

City, State, Zip Code

Lynette Bergeron

630 553 0911

Contact Person

Telephone Number

2009 - Present

Provide and Service All Radio Systems

Dates of Service

Nature of Work

### Reference No. 3

Kane County

Business Name

37W755 Route 38 St. Charles IL 60175

Address

City, State, Zip Code

Andy Baumann

630 208 2127

Contact Person

Telephone Number

2010 - Present

Provide and Service NX5000 Radios

Dates of Service

Nature of Work

If additional sheets are needed, please make copies.

## PROPOSAL SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

ITEM #1 - Portable Radios		COUNT	COST
<i>Kenwood NX-5300 K2 UHF and accessories</i>		1	\$833.00
<b>TOTAL COST</b>	Eight Hundred Thirty Three Dollars		<b>\$833.00</b>

ITEM #2 - Mobile Radios		COUNT	COST
<i>Kenwood NX-5800K UHF</i>		1	\$676.00
<b>TOTAL COST</b>	Six Hundred Seventy Six Dollars		<b>\$676.00</b>

ITEM #3 - License Keys for New and Existing NX5000 Radios		COUNT	COST
NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP		1	\$288.00*
Digital License Key for existing radios		1	\$299.00
Encryption License Key for existing radios		1	\$369.00
L-5004 Install KWD-AE31K in NX-5000 series		1	\$52.00
<b>TOTAL COST</b>	One Thousand Thirty Five Dollars		<b>\$1035.00</b>

ITEM #4 - Agency Optional Accessories		COST
Rapid rate 6-unit charger CEC Compliant	Five Hundred Twenty Five Dollars	\$525.00
Battery (Li-Ion, 3400mAH (KNB-L3M))	One Hundred Twenty Nine Dollars	\$129.00

ITEM #5- Licenses	COST
KPG-AE1K AES/DES Encryption Software Key Loader for KWD-AE31K Authentication by KPT-300LMC is required. Note: KPG-AE1 is a U.S. DOC/BIS Export Controlled Item (ECCN 5D002A). Three Hundred Seventy Seven Dollars	\$377.00
KPG-D1NK License Key for KPG-D1NK Programming Software for NX-5000 Portable/Mobile (Windows® Vista/7/8/8.1) One Hundred Nine Dollars	\$109.00
KPG-46XM full Speed USB Programming interface cable One Hundred Fourteen Dollars	\$114.00
KPG-36XM full Speed USB Programming interface cable One Hundred Fourteen Dollars	\$114.00

ITEM #6 - Installation	COST
Installation labor to remove existing radio and install dash mount radio. Seventy Dollars	\$70.00
Installation labor to remove and replace existing coax, mount, and antenna. Seventy Dollars	\$70.00
Labor radio programming per each Agency and KenCom Specifications. Fourteen Dollars	\$14.00

Discounts/Rebate Programs Available:

Diga-Talk Air Time Rate 50% reduction with purchase of radios from A Beep LLC One Hundred and Forty Four Dollars	\$144.00
Kenwood Rebate is not currently available as of 10/29/19 however any end user rebate available at time of purchase may be applied.	\$
	\$

Frank Anderson

(815)-740-1780

Printed Name of Respondent

Phone Number

Signature of Authorized Representative

Date

10-29-19



**DETAIL EXCEPTION SHEET**

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the Proposal. It is not our intention to prohibit any potential Respondent from responding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Agencies reserves the right to accept or reject any or all exceptions.

Respondent's exceptions are:

No exceptions.

## RESPONDENT PROPOSAL AGREEMENT

TO: Kendall County Sherriff  
Attn: Commander Jason Langston  
1102 Cornell Lane  
Yorkville, IL 60560

Village of Oswego  
Attn: Deputy Chief Kevin Norwood  
3355 Wooley Road  
Oswego, IL 60543

Village of Montgomery  
Attn: Chief Armando Sanders  
10 Civic Center Drive  
Montgomery, IL 60538

United City of Yorkville  
Attn: Deputy Chief Behr Pfizenmaier  
800 Game Farm Road  
Yorkville, IL 60560

City of Plano  
Attn: Lt. Norman Allison  
111 East Main Street  
Plano, IL 60545

KenCom Public Safety Dispatch  
Attn: Lynette Bergeron  
1100 Cornell Lane  
Yorkville, IL 60560

Kendall County Coroner's Office  
Attn: Chief Deputy Levi Gotte  
804 John Street  
Yorkville, IL 60560

The undersigned Vendor, in compliance with your advertisement for Proposals for work as specified, and related documents prepared by or at the direction of the Agencies, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the project, in accordance with the Proposal documents and at the price provided.

Vendor certifies this Proposal to be for the project described above and to be in accordance with the Request for Proposal and supporting documentation.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Respondent. Any claims for this increase shall be made in writing to the specific Agency within seven (7) days of the cause.

A BEEP, LLC

Printed Name of Respondent

452 N CHICAGO ST

JOHIER IL 60432

Address

815 740 1780

City, State, Zip Code

JOHN @ ABEEP.COM

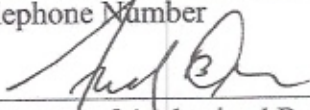
Telephone Number

Email

Signature of Authorized Representative

Title

Date



FRANK B. ANDERSON

MANAGING PARTNER 10-28-19



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PS 2019-37

### Agenda Item Summary Memo

**Title:** Intergovernmental Agreement – School Communication

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Discuss a reciprocal reporting agreement with Yorkville Community School District 115. This agreement would allow for the sharing of information regarding criminal offenses committed by students and the sharing of that information with the school district.

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** None

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jenson, Police Chief  
CC: Bart Olson, City Administrator  
Date: November 7, 2019  
Subject: Intergovernmental Agreement – School Communication

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## **Summary**

Discussion regarding an Intergovernmental Agreement between Yorkville Community Unit School District and the United City of Yorkville Police Department.

## **Background**

We are looking for the creation of an intergovernmental agreement between the United City of Yorkville Police Department and Yorkville Community Unit School District 115. This agreement would provide for the effective and efficient information sharing of student data relating to criminal offenses and establishes guidelines for such communication. The guidelines set forth in the intergovernmental are pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Sections 10-20.14 and 22-20 of the Illinois School Code and section 10/6(a)(6.5) of the Illinois School Student Records Act.

## **Recommendation**

There is no recommendation at this time. This draft agreement is being reviewed by attorneys from both sides. This is for discussion and information only.

## **Attachments**

None



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

PS 2019-38

### Agenda Item Summary Memo

**Title:** Surplus Request for the Disposal of City Property

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** See Attached Memo

### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Carri Parker Administration  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: Carri Parker, Purchasing Manager  
James Jenson, Police Chief  
CC: Bart Olson, City Administrator  
Date: November 7, 2019  
Subject: Surplus Request for the Disposal of Police Equipment

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## **Summary**

Authorizing the Disposal of Surplus Property Owned by the United City of Yorkville.

## **Background**

Throughout the year, the City departments identify items that are in need of replacement as they are broken, outdated or no longer needed to provide public services to the United City of Yorkville. With the approval from the Council, the Purchasing Manager, will then conduct a surplus sale either through sealed bid, auction, online transaction, or donation to a non-profit organization, local taxing district or other shared services municipality or dispose of items as needed.

During the clean out of its storage unit and sally port, the police department have found many items that are no longer needed, or they are not compatible with current operations.

Below is a list of the requested items:

- Taser X26 units with cartridges
- Taser Cameras
- Spike Strips
- Radar Units
- Squad mounting equipment
- Misc. squad equipment & lighting
- Misc. Furniture (desks, chairs, file cabinets, etc.)

## **Recommendation**

Staff recommends the City Council approve an ordinance declaring the equipment stated above as surplus and direct the Purchasing Manager to conduct a surplus sale either through auction, online transaction, or donation to a non-profit organization, local taxing district or other shared services municipality and dispose of items as needed.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

PS 2019-39

### Agenda Item Summary Memo

**Title:** Roadside Solicitation

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Discussion on prohibiting roadway solicitation with a proposed change to the current United City of Yorkville Code (Title 3, Chapter 7 Solicitors, Hawkers and Itinerant Merchants)

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
CC: Bart Olson, City Administrator  
Date: November 7, 2019  
Subject: Solicitor Ordinance – Roadside Soliciting Change

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## **Summary**

Authorize change to the United City of Yorkville Code (Title 3, Chapter 7 Solicitors, Hawkers and Itinerant Merchants)

## **Background**

Recently, the Yorkville Police Department received a call from a local, non-profit organization for permission to solicit funds at the intersection of Rt. 34 & Rt. 47. To assist in determining whether permission should be given staff reviewed the following:

- Previous requests by Solicitors
- United City of Yorkville Code
- Illinois Compiled Statute regarding Pedestrian Solicitation

While no documentation exists regarding previous requests, interviews with staff determined all requests made to solicit on a State Highway were denied. The primary reason for a denial was construction.

A review of Yorkville City Code revealed that our ordinance does not expressly allow and/or prohibit soliciting on a roadway.

An Illinois Compiled Statute review was conducted and determined:

- “No person shall stand on a highway for the purpose of soliciting contributions from the occupant of any vehicle except within a municipality when expressly permitted by municipal ordinance” (625 ILCS 5/11-1006). The United City of Yorkville Code does not expressly permit solicitation on a roadway, therefore solicitation on a highway is illegal.
- “The local municipality, city, village, or other local governmental entity in which the solicitation takes place shall determine by ordinance where and when solicitations may take place based on the safety of the solicitors and the safety of motorists. The decision shall also take into account the orderly flow of traffic and may not allow interference with the operation of official traffic control devices” (625 ILCS 5/11-1006). Because the United City of Yorkville Code does not expressly permit solicitation on a roadway this is not addressed in our ordinance.

### **Recommendation**

Staff is recommending the following additions to our current code (Title 3 Business and License Regulations, Chapter 7 Solicitors, Hawkers and Itinerant Merchants)

#### **3-7-1 Definitions**

STATE HIGHWAY: Any highway that is part of the State highway system (605 ILCS 5/2-203)

#### **3-7-12 Limitations on Soliciting, Hawking and Peddling in Streets**

No person shall stand on a State highway within the City for the purpose of soliciting contributions or selling anything to occupants of any vehicle.

### **Attachments**

- Exhibit A: Illinois Compiled Statute (625 ILCS 5/11-1006) Pedestrians Soliciting Rides or Business.

Exhibit A

(625 ILCS 5/11-1006) (from Ch. 95 1/2, par. 11-1006)

Sec. 11-1006. Pedestrians soliciting rides or business.

(a) No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any vehicle.

(b) No person shall stand on a highway for the purpose of soliciting employment or business from the occupant of any vehicle.

(c) No person shall stand on a highway for the purpose of soliciting contributions from the occupant of any vehicle except within a municipality when expressly permitted by municipal ordinance. The local municipality, city, village, or other local governmental entity in which the solicitation takes place shall determine by ordinance where and when solicitations may take place based on the safety of the solicitors and the safety of motorists. The decision shall also take into account the orderly flow of traffic and may not allow interference with the operation of official traffic control devices. The soliciting agency shall be:

1. registered with the Attorney General as a charitable organization as provided by "An Act to regulate solicitation and collection of funds for charitable purposes, providing for violations thereof, and making an appropriation therefor", approved July 26, 1963, as amended;

2. engaged in a Statewide fund raising activity; and

3. liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.

Any person engaged in the act of solicitation shall be 16 years of age or more and shall be wearing a high visibility vest.

(d) No person shall stand on or in the proximity of a highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a highway.

(e) Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor.

(Source: P.A. 88-589, eff. 8-14-94.)



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #7

Tracking Number

PS 2019-40

### Agenda Item Summary Memo

**Title:** Liquor Code Amendment – Restaurant Class R-1 License

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Proposed amendment to the liquor code allowing Class R-1: Restaurant licenses to also be able to sell package beer, wine, and liquor for off-premise consumption.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Lisa Pickering Administration  
Name Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



# Memorandum

To: Public Safety Committee  
From: Lisa Pickering, City Clerk  
CC: Bart Olson, City Administrator  
James Jensen, Police Chief  
Date: October 29, 2019  
Subject: Liquor Code Amendment – Restaurant Class R-1 License

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## **Summary**

Proposed amendment to the liquor code allowing Class R-1: Restaurant licenses to also be able to sell package beer, wine, and liquor for off-premise consumption.

## **Background**

Staff has received an inquiry from a business that would like to apply for a restaurant class liquor license that would allow them to also sell package wine to their customers for off-premise consumption. To accommodate this request, staff is proposing to amend the Class R-1 license to add the ability to sell package. This would be similar to the existing Class A-1 bar/tavern license that allows package to be sold along with on-premise consumption.

Attached is the section of code on the retail-tavern/bar and restaurant class licenses with the proposed addition to the R-1 license red-lined.

## **Recommendation**

Staff recommends approval of the attached ordinance.



### 3-3-4: CLASSES OF LICENSES:

A. Classes: The classifications of liquor license holders shall be as follows:

#### 1. Retail-tavern/bar:

A1 - Beer, wine, liquor, and package.

A2 - Beer, wine, liquor.

A3 - Beer, wine, and liquor (service bar only).

A4 - Beer and wine (service bar only). (Ord. 1996-1, 1-11-1996)

#### 2. Restaurant:

R1 - Beer, wine, ~~and~~ liquor, and package.

R2 - Beer, wine and liquor (service bar only).

R3 - Beer and wine (service bar only).

R4 - Wine and liquor (service bar only). (Ord. 1999-1, 1-14-1999)

**Ordinance No. 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
PROVIDING FOR LIQUOR CONTROL**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, pursuant to section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the Mayor and City Council have the power to determine the number, kind and classification of liquor licenses and their fees; and the regulations for the sale of alcoholic beverages; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** That Title 3, Chapter 3, Section 4, Subsection (A)(2) of the United City of Yorkville Code of Ordinances is hereby amended by deleting subsection (A)(2) in its entirety and replacing it with the following:

“Restaurant:

R1 – Beer, wine, liquor, and package.

R2 – Beer, wine, and liquor (service bar only).

R3 – Beer and wine (service bar only).

R4 – Wine and liquor (service bar only).”

**Section 2.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

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CITY CLERK

KEN KOCH \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #8

Tracking Number

PS 2019-41

### Agenda Item Summary Memo

**Title:** Cannabis Local Enforcement

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Discussion regarding the State Regulations on the Use of Cannabis and whether to prosecute under State Statute or local ordinance

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
CC:  
Date: November 7, 2019  
Subject: Cannabis Local Enforcement

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## **Summary**

Discussion regarding the State Regulations on the Use of Cannabis and whether to prosecute under state statute or local ordinance.

## **Background**

With the legalization of cannabis, the State of Illinois has established and authorized specific regulations for which civil penalties for violations may be imposed. Discussion with area law enforcement leaders took place to identify those violations for which civil remedies should be sought and those violations for which criminal remedies should be sought. While the ultimate decision lies with the individual municipalities it was the recommendation of municipal law enforcement to approve under local ordinance the prosecution of all offenses listed under State regulations except for Item X, operating, navigating or in physical control of a vehicle in violation of the Illinois Vehicle Code.

## **Recommendation**

It is the recommendation of staff to approve the following:

- Approve under local ordinance the prosecution of all offenses listed on Exhibit A, except for item X (Operating, navigating or in physical control of a vehicle in violation of the Illinois Vehicle Code).

## **Attachments**

Exhibit A: State Restrictions Regarding the Use of Cannabis

III. **State Restrictions Regarding the Use of Cannabis**

- A. The State has established specific regulations regarding the use of cannabis for which civil penalties for violations may be imposed:
- (i) Transfer of cannabis, within or without remuneration, to a person under 21 years of age;
  - (ii) Purchase, possession, use, transport, consumption or growing of cannabis by a person under 21 years of age (unless authorized by the Compassionate Use of Medical Cannabis Pilot Program Act);
  - (iii) Permission by a parent or guardian to the consumption of cannabis by a person under 21 years of age (a Class A misdemeanor imposing a fine not less than \$500.00);
  - (iv) Possession of a resident of the State who is 21 years of age or older, of more than:
    - (a) 30 grams of cannabis flower;
    - (b) 500 milligrams of THC contained in a cannabis-infused product; or,
    - (c) 5 grams of cannabis concentrate
  - (v) Possession by a non-resident of the State who is 21 years of age or older, more than:
    - (a) 5 grams of cannabis flower;
    - (b) 2.5 grams of cannabis concentrate; or,
    - (c) 250 milligrams of THC contained in a cannabis infused product (a & b are considered cumulative)
  - (vi) Undertaking any task under the influence of cannabis when doing so would constitute negligence, professional malpractice or professional misconduct;
  - (vii) Possessing cannabis in a school bus; on the grounds of a preschool or primary or secondary school; in a correctional facility; in a vehicle unless in a sealed container; or, in a private residence which is used at any time to provide licensed childcare;
  - (viii) Using cannabis on a school bus, grounds or a preschool or primary or secondary school, in a correctional facility; in a motor vehicle, private residence used at any time to provide licensed child care; in a public place or in close physical proximity to a person under the age of 21 years;
  - (ix) Smoking cannabis in any place where smoking is prohibited under the Smoke Free Illinois Act.
  - (x) **Operating, navigating or in physical control of a vehicle in violation of the Illinois Vehicle Code;**
  - (xi) Use of cannabis by a law enforcement officer when on duty; and,
  - (xii) Use of cannabis by a person holding a commercial driver's license while on duty.

Highlighted: State's Attorney Office Prosecutes  
Unhighlighted items are prosecuted via City Ordinance



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #9

Tracking Number

PS 2019-42

### Agenda Item Summary Memo

**Title:** Police Department Staffing – Hiring of One Officer

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Request authorization to hire one (1) additional police officers bringing our current staff level from thirty-one (31) sworn officers to thirty-two (32) sworn officers

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
CC:  
Date: November 7, 2019  
Subject: Police Department Staffing

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## **Summary**

Request authorization to hire one (1) additional police officers bringing our current staff level from thirty-one (31) sworn officers to thirty-two (32) sworn officers.

## **Background**

As part of the 2018 goal setting process for the United City of Yorkville the council identified police department staffing as the number one goal. This commitment has led to the hiring of seven (7) police officers in FY20 with an additional two (2) positions yet to be filled. Total department staffing numbers currently sit at thirty-one (31) with an authorized staff of thirty-three (33).

During our last Public Safety meeting we discussed staffing levels and reviewed our staffing plan (Exhibit A). In addition, we discussed potential staffing issues with the expected retirement of an officer in May of 2020.

Our current FY20 budget does include the two remaining positions with a start date of November 2019. I would look to officially hire one of the two remaining positions January 13, 2020 with an academy start date of January 21, 2020. This plan provides two and a half months of salary and benefit savings. We are forgoing the second hire, for now, to make sure we can cover budget overages in our FY20 budget.

Staff did speak with Mayor Purcell about this request and obtained his approval for hiring the one position.

The remainder of this year and next year we will continue to monitor the release of the US Department of Justice COPS grant. The US Department of Justice, who is responsible for overseeing the COPS Office, recently announced that the COPS hiring grant will be fully funded and released once the Ninth Circuits decision to reverse the injunction has taken effect. The expected date of release for this opportunity was late September, however, has yet to be released. Our intention would be to look for additional/alternate funding sources for the hiring of additional police personnel.

## **Recommendation**

None

## **Attachments**

Exhibit A: Staffing Plan

# Yorkville Police Department

## Staffing Plan

Updated: 10/28/19

### PATROL

Squad A (Midnight Shift)	Squad B (Midnight Shift)	Squad C (Dayshift)	Squad D (Dayshift)
Sgt Hunter	Sgt. Jeleniewski	Sgt. Stroup	Sgt. Carlyle
Officer Kolowski	Officer Mott	Officer Johnson	Officer Ketchmark
Officer Gerlach	Officer Kuehlem	Officer Hart	Officer Davis
Officer Jeka	Officer Borowski	Officer Soebbing	Officer Fisher
Officer Opp (9/29/19)	(VACANT – 4 <sup>th</sup> Priority)	(VACANT – 6 <sup>th</sup> Priority)	(VACANT – 5 <sup>th</sup> Priority)

### INVESTIGATIONS

Investigations	Kendall CPAT	CIT	SRO
Det. Sgt. McMahon	Inspector _____	Inspector Heye	Officer Goldsmith
Detective Nelson			
Detective Meyer			

### AVAILABLE PERSONNEL

Personnel	Notes
Officer Mertes	FTO Completion 11/9/19 (Fill Squad B Vacancy)
Officer Enk	FTO Completion 12/21/19 (Fill Squad D Vacancy)
Officer Swanson	FTO Completion 12/21/19 (Fill Squad C Vacancy)
Officer Shepard	Attending PTI Champaign (Due to Graduate 12/19/19)
2019 Budget Hire	REQUEST TO HIRE JANUARY 2020
2019 Budget Hire	OPEN POSITION – Move to FY21 Budget
Sergeant Position	On Leave

### COMMAND

Personnel	Notes
Deputy Chief Mikolasek	
Deputy Chief Pfizenmaier	
Chief of Police Jensen	

### Total Sworn Staffing

Officers	22
Sergeants	6
Command	3

**Total Sworn**                      **31**

\*\*\*This number does not include the two Open Positions\*\*\*

Total Authorized Staff:        33 Sworn

**POTENTIAL STAFFING ISSUES (Retirement/Extended Leave)**

Personnel	Notes
Officer Possible Retirement	Set to Retire in June of 2020. Will be off beginning of 2020 for medical procedure
Sergeant Possible Retirement	Retirement Pending late 2020 or early 2021



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Old Business #1

Tracking Number

PS 2019-28

### Agenda Item Summary Memo

**Title:** Police Department Fleet Status Update – Enterprise Lease Program

**Meeting and Date:** Public Safety Committee – November 7, 2019

**Synopsis:** Discussion on the Enterprise Vehicle Lease Program and the potential leasing of police vehicles as compared to purchasing vehicles.

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Discussion – Future action to be taken in FY21 Budget

**Council Action Requested:** Discussion – Future Action to be taken in FY21 Budget

**Submitted by:** James Jensen Police  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: James Jensen, Police Chief  
Carri Parker, Purchasing Manager  
CC:  
Date: November 7, 2019  
Subject: Police Department Fleet Status and Update

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## **Summary**

Discussion on the Enterprise Vehicle Lease Program and the potential leasing of police vehicles as compared to purchasing vehicles.

## **Background**

This item was last discussed by the City Council at the October 19<sup>th</sup> goal setting session, when the topic was briefly mentioned during a broader discussion of department needs. At that time, the City Council heard that numbers were still being analyzed by staff, but that lease numbers and a normal replacement program (i.e. purchasing and owning squad cars) were in the same ballpark over a multiple-year period. Additionally, staff reported that the general costs associated with the lease program were around \$900 in fees for the buying and selling of each car, plus a variable lease financing rate currently in the mid 5% range. Staff committed to finishing the analysis of the lease vs a traditional replacement program and bring the discussion to a future committee meeting. At the start of the discussion a few months ago, Purchasing Manager Parker engaged Enterprise Fleet Management regarding a fleet lease program. Enterprise is, to our knowledge, the most frequently used company for municipal fleet leasing in the northern Illinois region. Staff has not pursued any alternative companies at this time, but that would be a discussion point if we move forward with a lease program.

The purchase of a police vehicle is the second largest expenditure, next to personnel, for a police department. With the useful life span of a first line patrol vehicle being 3-5 years, we need to be organized and prudent in our planning. Exhibit A shows the City's currently funded replacement schedule for the next few fiscal years. Currently, the police department has 23 authorized vehicles in its fleet. Of the 23, two have been classified as "out of service" leaving us with 21 operational vehicles. The breakdown of our operational fleet is as follows:

Chief of Police	1
Deputy Chief	2
Patrol	10
Sergeant	2
Detective	2
CSO	1
SRO	1
Training	1
Task Force	1
<b>Total Vehicles</b>	<b>21</b>



The ideal replacement cycle for each of these vehicles is included within Exhibit E. Over decades and multiple cycles, the average annual spend for the City to maintain an ideal police squad replacement schedule is between \$250,000 and \$310,000. This gross expenditure does not reflect any trade-in value for vehicles. For comparison to one of the lease options later in this memo, we have also calculated the average annual spend for the City to maintain an ideal police squad replacement schedule on patrol vehicles only; this figure is between \$215,000 and \$260,000. All of the preceding figures are highly variable depending on miles driven and police operations.

Sample documents for a lease agreement with Enterprise are attached. A sample lease agreement with Enterprise is attached. Enterprise's presentation materials to staff is included for your use.

In general, the leasing program will provide a premium service to the City for a premium price with minimal staff effort. The City tells Enterprise where to purchase the vehicle and its buildout equipment from, and Enterprise coordinates all of the purchase documents and buildout logistics, delivering a turnkey car to the City. For this service, the City pays Enterprise \$500 per vehicle. The leasing program does not include cost of maintenance; the City must maintain the vehicles or pay for maintenance with a vendor. However, Enterprise provides general oversight of the maintenance of each vehicle by tracking work completed, reminding the City to complete certain maintenance items, and interfacing with a maintenance vendor if something is in dispute. In some cases, Enterprise may have negotiated a discounted hourly rate with a vendor.

Throughout the life of the car, Enterprise monitors the national used car market for opportunities to sell the car. There have been instances where specific makes and models of cars become more valuable, and this provides Enterprise an opportunity to recommend immediate sale of a car at a good price. Because Enterprise buys and sells thousands of cars per year, they can receive near-market value or better at almost any sale – with no staff effort. Enterprise can recommend that the car gets traded in at any point in the lease, but the City can choose to retain the car and lease payments. The City can choose to trade in a car at any point in the lease, but the trade in value must be negotiated on the spot with Enterprise.

At the end of a previously agreed upon lease term, Enterprise takes the car from the City and administers the sale of the car; at this point, the City pays Enterprise \$400 per vehicle. If the actual value of the car at trade in is greater than the City's agreed upon trade-in value at time of the initial agreement, the City receives the difference in value as cash or a credit towards another lease payment on another vehicle. If the actual value of the car at trade in is less than the City's agreed upon trade-in value at the time of the initial agreement, the City pays the difference at the time of sale.

The lease agreement financing rate is ~3.5% on top of a 3-year T-bill, which currently sits in the 1.5% range. Which means the City's financing rate will likely be around 4.5-5.5%, which is higher than the interest rates on the City's last few bond issuances. The principal payment on the lease payments ends up being the difference between the actual cost of purchasing the vehicle and a negotiated trade-in value (a guess, based on Enterprise's history of trade in values) at the end of the lease term. Lease terms can be flexible but usually range in 3 to 5 years. While it may seem advantageous to undervalue the car at the end of the lease term so that the City receives a credit for the value of the vehicle (as opposed to cutting a check) at the end of the lease term, it is not. If the City receives a credit at the end of the lease term, it means the City has financed the car (and paid interest) on more of the car than it needed.

Finally, Enterprise does not actually require you to lease vehicles from them in order to get access to their fleet monitoring systems and trade-in markets. Theoretically, the City could purchase the vehicles outright and pay Enterprise \$500 at time of purchase for coordination of vehicle purchase, buildout, and delivery and \$400 at time of trade-in for access to Enterprise's buyers and coordination of vehicle sale and title transfer. During the time of the City's ownership and use of those vehicles, Enterprise says they would treat us like a lease customer and will still provide recommended maintenance schedules and monitoring of used vehicle markets for optimal trade in timing.

To give everyone an idea of the different lease package options that Enterprise has quoted for the Police Department, we have attached Exhibits B, C, and D. **Exhibit B** represents a full fleet replacement and a 5-year lease term.

5 Year Lease Cost (21 Vehicles):	\$1,397,020	(Ave. Per Year: \$279,404)
<u>Purchase Price (21 Vehicles):</u>	<u>\$1,344,000</u>	<u>(Ave. Per Year: \$268,800)</u>
Lease v. Purchase Difference:	+\$53,020 to lease as compared to purchase	

**Exhibit C** represents a partial fleet replacement of Patrol cars and Sergeants cars and a 5-year lease term.

5 Year Lease Cost (12 Vehicles):	\$825,440	(Ave. Per Year: \$165,088)
<u>Purchase Price (12 Vehicles):</u>	<u>\$768,000</u>	<u>(Ave. Per Year: \$153,600)</u>
Lease v. Purchase Difference:	+\$57,440 to lease as compared to purchase	

**Exhibit D** represents a Patrol car and Sergeants only replacement and a 4-year lease term. This program is called the "hot seat", where less vehicles are used much more intensely but traded in after a 4-year period. Keep in mind that because of the more intense use and mileage increase the FMV of each vehicle at trade in will be less.

4 Year Lease Cost (9 Vehicles):	\$553,280	(Ave. Per Year: \$138,320)
<u>Purchase Price (9 Vehicles):</u>	<u>\$576,000</u>	<u>(Ave. Per Year: \$144,000)</u>
Lease v. Purchase Difference:	-\$22,720 to lease as compared to purchase	

### **Recommendation**

This is an informational item. Staff has not engaged Enterprise for a formal relationship, nor are we recommending moving forward with a lease agreement at this time. We wanted to summarize our current knowledge on the topic and seek feedback from the City Council. If the City Council chose to move forward with a lease concept over a traditional vehicle replacement program, then staff would like to prepare additional information on the procurement process for a lease program (i.e. engage with Enterprise vs. seek other vendors).

### **Attachments**

- Exhibit A - Fleet & Equipment Schedule
- Exhibit B - Enterprise Proposal – "Police Full Fleet"
- Exhibit C - Enterprise Proposal – "Police Patrol & Sergeants"
- Exhibit D - Enterprise Proposal – "Police Hot Seat"
- Exhibit E – Finance Vehicle Replacement Schedule - Police
- Exhibit F – Enterprise Presentation 10 Year Model
- Exhibit G – Enterprise Agreement Packet

[illegible]

**EXHIBIT B: Enterprise Proposal - "Police Full Fleet"**

#	Vehicle Description	VIN	Vehicle Use	12 Month FMV	Recommended Replacement Year	New Replacement Category	Monthly Lease Cost*
M-8	2016 Chevrolet Impala	2G1WA5E30G1161317	Chief	\$10,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-6	2015 Chevrolet Impala	2G1WD5E36F1160842	CSO	\$5,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-3	2016 Chevrolet Impala	2G1WA5E33G1160517	Deputy Chief	\$9,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-23	2018 Chevy Mailbu	1G1ZB5ST1JF132097	Deputy Chief	\$11,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-17	2016 Chevey Impala	2G1WD5E33G1158872	Investigations	\$6,750	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-15	2014 Chevy Caprice	6G3NS5U23EL973259	Investigations	\$5,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-4	2003 Chevrolet Yukon	1GKEK13ZX3J34341537	Investigations	\$1,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-11	2016 Chevrolet Impala	2G1WD5E30G1155315	Patrol	\$7,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-20	2016 Chevrolet Impala	2G1WD5E33G1154823	Patrol	\$7,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-21	2016 Chevy Impala	2G1WD5E33G1150206	Patrol	\$7,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-13	2016 Chevy Impala	2G1WD5E31G1149006	Patrol	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-5	2016 Chevrolet Impala	2G1WD5E36G1156162	Patrol	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-9	2016 Chevrolet Impala	2G1WD5E34G1157357	Patrol	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-19	2016 Chevrolet Impala	2G1WD5E33G1158158	Patrol	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-1	2016 Chevrolet Impala	2G1WD5E33G1156250	Patrol	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-10	2016 Chevrolet Impala	2G1WD5E30G1155301	Patrol	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-16	2015 Chevy Tahoe	1GNSK2EC3FR725184	Patrol Sergeant	\$15,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-18	2015 Chevy Tahoe	1GNSK2EC0FR725210	Patrol Sergeant	\$11,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-14	2013 Chevy Impala	2G1WD5E34D1160402	S.R.O.	\$1,750	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-22	2014 Chevy Caprice	6G3N55U26EL975054	Task Force	\$5,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-12	2013 Chevy Tahoe	1GNLC2E07DR342448	Training Car	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-2	2020 Ford Utility Interceptor AWD Gas	New	Patrol				
				<b>\$149,000</b>			<b>\$309,204</b>

\*assumes 60 month term with \$25,000 in aftermarket equipment capped in to lease payment

**Current Fleet Numbers**

Administration Vehicles	3
Patrol Vehicles	10
Patrol Sgt. Vehicles	2
Misc. Vehicles (SRO, Task Force, Training, CSO)	4
Investigations	3
<b>Total Fleet Vehicles</b>	<b>22</b>

**Lease Cost Information**

Year #1 Cost	\$160,204.00
Year #2 Cost	\$309,204.00
Year #3 Cost	\$309,204.00
Year #4 Cost	\$309,204.00
Year #5 Cost	\$309,204.00
<b>Total Lease Cost</b>	<b>\$1,397,020.00</b>

Lease Ave. Per Year \$279,404.00

**Purchase Price Information**

1 Vehicles	1 X \$64,000 = \$64,000
21 Vehicles	21 X \$64,000 = \$1,344,000
Purchase Ave. Per Year	\$1,344,000 / 5 years = \$268,800

Lease v Purch Dif. \$1,397,020 - \$1,344,000 = \$53,020

**Recommendation** The city can save \$53,020 over five years purchasing 21 vehicles as compared to leasing the 21 vehicles

**EXHIBIT C: Enterprise Proposal - "Police Patrol & Sergeants"**

#	Vehicle Description	VIN	Current Vehicle Use	Comments	12 Month FMV	Recommended Replacement Year	New Replacement Category	Monthly Lease Cost*
M-8	2016 Chevrolet Impala	2G1WA5E30G1161317	Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-6	2015 Chevrolet Impala	2G1WD5E36F1160842	CSO	Sell	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-3	2016 Chevrolet Impala	2G1WA5E33G1160517	Deputy Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-23	2018 Chevy Mailbu	1G1ZB5ST1JF132097	Deputy Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-17	2016 Chevy Impala	2G1WD5E33G1158872	Investigations	Sell	\$6,750	2020	2020 Ford Utility Interceptor AWD Gas	
M-15	2014 Chevy Caprice	6G3NS5U23EL973259	Investigations	Sell	\$5,000	2020	2020 Ford Utility Interceptor AWD Gas	
M-4	2003 Chevrolet Yukon	1GKEK13ZX3J34341537	Investigations	Sell	\$1,500	2020	2020 Ford Utility Interceptor AWD Gas	
M-11	2016 Chevrolet Impala	2G1WD5E30G1155315	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-20	2016 Chevrolet Impala	2G1WD5E33G1154823	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-21	2016 Chevy Impala	2G1WD5E33G1150206	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-13	2016 Chevy Impala	2G1WD5E31G1149006	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-5	2016 Chevrolet Impala	2G1WD5E36G1156162	Patrol	Trade	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-9	2016 Chevrolet Impala	2G1WD5E34G1157357	Patrol	Trade	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-19	2016 Chevrolet Impala	2G1WD5E33G1158158	Patrol	Trade	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-1	2016 Chevrolet Impala	2G1WD5E33G1156250	Patrol	Trade	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-10	2016 Chevrolet Impala	2G1WD5E30G1155301	Patrol	Trade	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-16	2015 Chevy Tahoe	1GNSK2EC3FR725184	Patrol Sergeant	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-18	2015 Chevy Tahoe	1GNSK2EC0FR725210	Patrol Sergeant	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-14	2013 Chevy Impala	2G1WD5E34D1160402	S.R.O.	Sell	\$1,750	2020	2020 Ford Utility Interceptor AWD Gas	
M-22	2014 Chevy Caprice	6G3N55U26EL975054	Task Force	Trade	\$5,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,227
M-12	2013 Chevy Tahoe	1GNLC2E07DR342448	Training Car	Sell	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	
M-2	2020 Ford Utility Interceptor AWD Gas		Patrol	New				
					<b>\$58,000</b>			<b>\$176,688</b>

\*assumes 60 month term with \$25,000 in aftermarket equipment capped in to lease payment

Current Fleet Numbers	
Administration Vehicles	3
Patrol Vehicles	10
Patrol Sgt. Vehicles	2
Misc. Vehicles (SRO, Task Force, Training, CSO)	4
Investigations	3
<b>Total Fleet Vehicles</b>	<b>22</b>

Lease Cost Information	
Year #1 Cost	\$118,688.00
Year #2 Cost	\$176,688.00
Year #3 Cost	\$176,688.00
Year #4 Cost	\$176,688.00
Year #5 Cost	\$176,688.00
<b>Total Lease Cost</b>	<b>\$825,440.00</b>

Lease Ave. Per Year \$165,088.00

Purchase Price Information	
1 Vehicles	1 X \$64,000 = \$64,000
12 Vehicles	12 X \$64,000 = \$768,000

Purchase Ave. Per Year \$768,000 / 5 years = \$153,600

Lease v Purch Dif. \$825,440 - \$768,000 = \$57,440

**Recommendation** The city can save \$57,440 over five years purchasing 12 vehicles as compared to leasing the 12 vehicles



**EXHIBIT D: Enterprise Proposal - "Police Hot Seat"**

#	Vehicle Description	VIN	Current Vehicle Use	Comments	12 Month FMV	Recommended Replacement Year	New Replacement Category	Monthly Lease Cost*
M-8	2016 Chevrolet Impala	2G1WA5E30G1161317	Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-6	2015 Chevrolet Impala	2G1WD5E36F1160842	CSO	Sell	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-3	2016 Chevrolet Impala	2G1WA5E33G1160517	Deputy Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-23	2018 Chevy Mailbu	1G1ZB5ST1JF132097	Deputy Chief	Keep	\$0	2020	2020 Ford Utility Interceptor AWD Gas	
M-17	2016 Chevy Impala	2G1WD5E33G1158872	Investigations	Sell	\$6,750	2020	2020 Ford Utility Interceptor AWD Gas	
M-15	2014 Chevy Caprice	6G3NS5U23EL973259	Investigations	Sell	\$5,000	2020	2020 Ford Utility Interceptor AWD Gas	
M-4	2003 Chevrolet Yukon	1GKEK13ZX3J34341537	Investigations	Sell	\$1,500	2020	2020 Ford Utility Interceptor AWD Gas	
M-11	2016 Chevrolet Impala	2G1WD5E30G1155315	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-20	2016 Chevrolet Impala	2G1WD5E33G1154823	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-21	2016 Chevy Impala	2G1WD5E33G1150206	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-13	2016 Chevy Impala	2G1WD5E31G1149006	Patrol	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-5	2016 Chevrolet Impala	2G1WD5E36G1156162	Patrol	Sell	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	
M-9	2016 Chevrolet Impala	2G1WD5E34G1157357	Patrol	Sell	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	
M-19	2016 Chevrolet Impala	2G1WD5E33G1158158	Patrol	Sell	\$6,000	2020	2020 Ford Utility Interceptor AWD Gas	
M-1	2016 Chevrolet Impala	2G1WD5E33G1156250	Patrol	Trade	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-10	2016 Chevrolet Impala	2G1WD5E30G1155301	Patrol	Trade	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-16	2015 Chevy Tahoe	1GNSK2EC3FR725184	Patrol Sergeant	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-18	2015 Chevy Tahoe	1GNSK2EC0FR725210	Patrol Sergeant	Repurpose	\$0	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-14	2013 Chevy Impala	2G1WD5E34D1160402	S.R.O.	Sell	\$1,750	2020	2020 Ford Utility Interceptor AWD Gas	
M-22	2014 Chevy Caprice	6G3N55U26EL975054	Task Force	Trade	\$5,500	2020	2020 Ford Utility Interceptor AWD Gas	\$1,415
M-12	2013 Chevy Tahoe	1GNLC2E07DR342448	Training Car	Sell	\$6,500	2020	2020 Ford Utility Interceptor AWD Gas	
M-2	2020 Ford Utility Interceptor AWD Gas		Patrol	New				
					<b>\$58,000</b>			<b>\$152,820</b>

This is a 48 Month Term: Due to higher projected annual miles. Goal would be to turn around before 100k miles

\*\$25,000 in aftermarket equipment capped in to lease payment.

Annual amount can be lowered based on equipment transfer. Price here is based on 100% new equipment in each squad

Current Fleet Numbers	
Administration Vehicles	3
Patrol Vehicles	10
Patrol Sgt. Vehicles	2
Misc. Vehicles (SRO, Task Force, Training, CSO)	4
Investigations	3
<b>Total Fleet Vehicles</b>	<b>22</b>

Hot Seat Program NEW Fleet Numbers	
Administration Vehicles	3
Patrol/Sergeant Vehicles	9
***5 Cars Operate per shift	
***2 Cars Avail if Maint. Is Needed	
***3 Cars Avail for Shift Change	
Misc. Vehicles	7
***CSO Vehicle (1)	
***Investigations Vehicles (3)	
***SRO Vehicle (1)	
***Training Vehicle (1)	
***Task Force (1)	
<b>TOTAL FLEET Vehicles</b>	<b>19</b>

Lease Cost Information	
Year #1 Cost	\$94,820.00
Year #2 Cost	\$152,820.00
Year #3 Cost	\$152,820.00
Year #4 Cost	\$152,820.00
<b>Total Lease Costs</b>	<b>\$553,280.00</b>

Lease Ave. Per Year \$138,320.00

Purchase Price Information	
1 Vehicles	1 X \$64,000 = \$64,000
9 Vehicles	9 X \$64,000 = \$576,000

Purchase Ave. Per Year \$576,000 / 4 years = \$144,000

Lease v Purch \$553,280 - \$576,000 = \$22,720

**Recommendation** Over a 4 year period of time the city can save \$22,720 leasing 9 vehicles as compared to purchasing 9 vehicles

**Note:** The hot seat program brings down the term of the lease from 5 years (60 mo) to 4 years (48 mo). This will help maintain the FMV of each vehicle if we do a second term lease because the mileage will be lower.

# EXHIBIT E

## Vehicle Replacement Chargeback Schedule - Police Capital (Police Department)

Vehicle #	Year	Model	Type	VIN #	License Plate	# in Title Book	Mileage	Department	User Group	Fiscal Year Replacement	Estimated Useful Life	Estimated Replacement Cost	Estimated Trade-In Value	Estimated Replacement Cost - Net	Annual Chargeback	
Police Chief																
M	8	2016	Chevrolet Impala	Sedan	2G1WASE30G1161317	867920	89	14,374	Police Capital	Chief	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	8.1	2025	Chevrolet Malibu	Sedan					Police Capital	Chief	2025	4	\$ 32,473	\$ 3,247	\$ 29,226	\$ 7,306
M	8.2	2033	Chevrolet Malibu	Sedan					Police Capital	Chief	2033	8	\$ 38,047	\$ 3,805	\$ 34,243	\$ 4,280
M	8.3	2041	Chevrolet Malibu	Sedan					Police Capital	Chief	2041	8	\$ 44,578	\$ 4,458	\$ 40,121	\$ 5,015
M	8.4	2049	Chevrolet Malibu	Sedan					Police Capital	Chief	2049	8	\$ 52,231	\$ 5,223	\$ 47,008	\$ 5,876
M	8.5	2057	Chevrolet Malibu	Sedan					Police Capital	Chief	2057	8	\$ 61,197	\$ 6,120	\$ 55,077	\$ 6,885
Deputy Police Chiefs																
M	23	2018	Chevrolet Malibu	Sedan	1G1ZBST1JF132097	M218935	109	4,830	Police Capital	Deputy Chief	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	23.1	2027	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2027	6	\$ 37,466	\$ 3,840	\$ 33,626	\$ 5,604
M	23.2	2035	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2035	8	\$ 47,960	\$ 4,916	\$ 43,044	\$ 5,380
M	23.3	2043	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2043	8	\$ 61,392	\$ 6,293	\$ 55,100	\$ 6,887
M	23.4	2051	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2051	8	\$ 78,587	\$ 8,055	\$ 70,532	\$ 8,817
M	23.5	2059	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2059	8	\$ 100,598	\$ 10,311	\$ 90,287	\$ 11,286
M	3	2016	Chevrolet Impala	Sedan	2G1WASE33G1160517	M208233	88	26,423	Police Capital	Deputy Chief	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	3.1	2025	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2025	4	\$ 32,473	\$ 3,247	\$ 29,226	\$ 7,306
M	3.2	2033	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2033	8	\$ 38,047	\$ 3,805	\$ 34,243	\$ 4,280
M	3.3	2041	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2041	8	\$ 44,578	\$ 4,458	\$ 40,121	\$ 5,015
M	3.4	2049	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2049	8	\$ 52,231	\$ 5,223	\$ 47,008	\$ 5,876
M	3.5	2057	Chevrolet Malibu	Sedan					Police Capital	Deputy Chief	2057	8	\$ 61,197	\$ 6,120	\$ 55,077	\$ 6,885
Police Detectives																
M	4	2003	Chevrolet Yukon	SUV	2G1WASE33G1160517	M208233	88	26,423	Police Capital	Detective	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	4.1	2021	Chevrolet Malibu	Sedan					Police Capital	Detective	2021	1	\$ 30,000	\$ 3,000	\$ 27,000	\$ 27,000
M	4.2	2028	Chevrolet Malibu	Sedan					Police Capital	Detective	2028	7	\$ 34,461	\$ 3,446	\$ 31,015	\$ 4,431
M	4.3	2035	Chevrolet Malibu	Sedan					Police Capital	Detective	2035	7	\$ 39,584	\$ 3,958	\$ 35,626	\$ 5,089
M	4.4	2042	Chevrolet Malibu	Sedan					Police Capital	Detective	2042	7	\$ 45,470	\$ 4,547	\$ 40,923	\$ 5,846
M	4.5	2049	Chevrolet Malibu	Sedan					Police Capital	Detective	2049	7	\$ 52,231	\$ 5,223	\$ 47,008	\$ 6,715
M	17	2016	Chevrolet Impala	Sedan	2G1WD5E33G1158872	MP13889	92	17,057	Police Capital	Detective	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	17.1	2023	Chevrolet Malibu	Sedan					Police Capital	Detective	2023	2	\$ 31,212	\$ 3,121	\$ 28,091	\$ 14,045
M	17.2	2030	Chevrolet Malibu	Sedan					Police Capital	Detective	2030	7	\$ 35,853	\$ 3,585	\$ 32,267	\$ 4,610
M	17.3	2037	Chevrolet Malibu	Sedan					Police Capital	Detective	2037	7	\$ 41,184	\$ 4,118	\$ 37,065	\$ 5,295
M	17.4	2044	Chevrolet Malibu	Sedan					Police Capital	Detective	2044	7	\$ 47,307	\$ 4,731	\$ 42,576	\$ 6,082
M	17.5	2051	Chevrolet Malibu	Sedan					Police Capital	Detective	2051	7	\$ 54,341	\$ 5,434	\$ 48,907	\$ 6,987
M	15	2014	Chevy Caprice	Sedan	6G3NS5U23EL973259	MP11082	83	103,885	Police Capital	Detective	-	-	\$ 30,000	\$ 3,000	\$ 27,000	\$ -
M	15.1	2022	Chevrolet Malibu	Sedan					Police Capital	Detective	2022	1	\$ 30,000	\$ 3,000	\$ 27,000	\$ 27,000
M	15.2	2029	Chevrolet Malibu	Sedan					Police Capital	Detective	2029	7	\$ 34,461	\$ 3,446	\$ 31,015	\$ 4,431
M	15.3	2036	Chevrolet Malibu	Sedan					Police Capital	Detective	2036	7	\$ 39,584	\$ 3,958	\$ 35,626	\$ 5,089
M	15.4	2043	Chevrolet Malibu	Sedan					Police Capital	Detective	2043	7	\$ 45,470	\$ 4,547	\$ 40,923	\$ 5,846
M	15.5	2050	Chevrolet Malibu	Sedan					Police Capital	Detective	2050	7	\$ 52,231	\$ 5,223	\$ 47,008	\$ 6,715

## Vehicle Replacement Chargeback Schedule - Police Capital (Police Department)

Vehicle #	Year	Model	Type	VIN #	License Plate	# in Title Book	Mileage	Department	User Group	Fiscal Year Replacement	Estimated Useful Life	Estimated Replacement Cost	Estimated Trade-In Value	Estimated Replacement Cost - Net	Annual Chargeback
<b><u>Patrol</u></b>															
M 1	2016	Chevrolet Impala	Sedan	2G1WD5E33G1156250	MP15247	101	25,033	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 1.1	2023	Chevrolet Yukon	SUV					Police Capital	Patrol	2023	2	\$ 67,626	\$ 8,323	\$ 59,303	\$ 29,651
M 1.2	2028	Chevrolet Yukon	SUV					Police Capital	Patrol	2028	5	\$ 74,665	\$ 9,189	\$ 65,475	\$ 13,095
M 1.3	2033	Chevrolet Yukon	SUV					Police Capital	Patrol	2033	5	\$ 82,436	\$ 10,146	\$ 72,290	\$ 14,458
M 1.4	2038	Chevrolet Yukon	SUV					Police Capital	Patrol	2038	5	\$ 91,016	\$ 11,202	\$ 79,814	\$ 15,963
M 1.5	2043	Chevrolet Yukon	SUV					Police Capital	Patrol	2043	5	\$ 100,489	\$ 12,368	\$ 88,121	\$ 17,624
M 5	2016	Chevrolet Impala	Sedan	2G1WD5E36G1156162	MP13887	94	40,152	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 5.1	2022	Chevrolet Yukon	SUV					Police Capital	Patrol	2022	1	\$ 66,300	\$ 8,160	\$ 58,140	\$ 58,140
M 5.2	2027	Chevrolet Yukon	SUV					Police Capital	Patrol	2027	5	\$ 73,201	\$ 9,009	\$ 64,191	\$ 12,838
M 5.3	2032	Chevrolet Yukon	SUV					Police Capital	Patrol	2032	5	\$ 80,819	\$ 9,947	\$ 70,872	\$ 14,174
M 5.4	2037	Chevrolet Yukon	SUV					Police Capital	Patrol	2037	5	\$ 89,231	\$ 10,982	\$ 78,249	\$ 15,650
M 5.5	2042	Chevrolet Yukon	SUV					Police Capital	Patrol	2042	5	\$ 98,518	\$ 12,125	\$ 86,393	\$ 17,279
M 9	2016	Chevrolet Impala	Sedan	2G1WD5E34G1157357	MP13890	93	39,579	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 9.1	2022	Chevrolet Yukon	SUV					Police Capital	Patrol	2022	1	\$ 65,000	\$ 8,000	\$ 57,000	\$ 57,000
M 9.2	2027	Chevrolet Yukon	SUV					Police Capital	Patrol	2027	5	\$ 71,765	\$ 8,833	\$ 62,933	\$ 12,587
M 9.3	2032	Chevrolet Yukon	SUV					Police Capital	Patrol	2032	5	\$ 79,235	\$ 9,752	\$ 69,483	\$ 13,897
M 9.4	2037	Chevrolet Yukon	SUV					Police Capital	Patrol	2037	5	\$ 87,481	\$ 10,767	\$ 76,714	\$ 15,343
M 9.5	2042	Chevrolet Yukon	SUV					Police Capital	Patrol	2042	5	\$ 96,587	\$ 11,888	\$ 84,699	\$ 16,940
M 10	2016	Chevrolet Impala	Sedan	2G1WD5E30G1155301	MP15245	100	21,774	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 10.1	2023	Chevrolet Yukon	SUV					Police Capital	Patrol	2023	2	\$ 67,626	\$ 8,323	\$ 59,303	\$ 29,651
M 10.2	2028	Chevrolet Yukon	SUV					Police Capital	Patrol	2028	5	\$ 74,665	\$ 9,189	\$ 65,475	\$ 13,095
M 10.3	2033	Chevrolet Yukon	SUV					Police Capital	Patrol	2033	5	\$ 82,436	\$ 10,146	\$ 72,290	\$ 14,458
M 10.4	2038	Chevrolet Yukon	SUV					Police Capital	Patrol	2038	5	\$ 91,016	\$ 11,202	\$ 79,814	\$ 15,963
M 10.5	2043	Chevrolet Yukon	SUV					Police Capital	Patrol	2043	5	\$ 100,489	\$ 12,368	\$ 88,121	\$ 17,624
M 11	2016	Chevrolet Impala	Sedan	2G1WD5E30G1155315	MP16617	105	2,110	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 11.1	2024	Chevrolet Yukon	SUV					Police Capital	Patrol	2024	3	\$ 68,979	\$ 8,490	\$ 60,489	\$ 20,163
M 11.2	2029	Chevrolet Yukon	SUV					Police Capital	Patrol	2029	5	\$ 76,158	\$ 9,373	\$ 66,785	\$ 13,357
M 11.3	2034	Chevrolet Yukon	SUV					Police Capital	Patrol	2034	5	\$ 84,084	\$ 10,349	\$ 73,736	\$ 14,747
M 11.4	2039	Chevrolet Yukon	SUV					Police Capital	Patrol	2039	5	\$ 92,836	\$ 11,426	\$ 81,410	\$ 16,282
M 11.5	2044	Chevrolet Yukon	SUV					Police Capital	Patrol	2044	5	\$ 102,498	\$ 12,615	\$ 89,883	\$ 17,977
M 19	2016	Chevrolet Impala	Sedan	2G1WD5E33G1158158	MP13888	95	44,197	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 19.1	2022	Chevrolet Yukon	SUV					Police Capital	Patrol	2022	1	\$ 66,300	\$ 8,160	\$ 58,140	\$ 58,140
M 19.2	2027	Chevrolet Yukon	SUV					Police Capital	Patrol	2027	5	\$ 73,201	\$ 9,009	\$ 64,191	\$ 12,838
M 19.3	2032	Chevrolet Yukon	SUV					Police Capital	Patrol	2032	5	\$ 80,819	\$ 9,947	\$ 70,872	\$ 14,174
M 19.4	2037	Chevrolet Yukon	SUV					Police Capital	Patrol	2037	5	\$ 89,231	\$ 10,982	\$ 78,249	\$ 15,650
M 19.5	2042	Chevrolet Yukon	SUV					Police Capital	Patrol	2042	5	\$ 98,518	\$ 12,125	\$ 86,393	\$ 17,279
M 20	2016	Chevrolet Impala	Sedan	2G1WD5E33G1154823	MP16618	104	3,493	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 20.1	2024	Chevrolet Yukon	SUV					Police Capital	Patrol	2024	3	\$ 68,979	\$ 8,490	\$ 60,489	\$ 20,163
M 20.2	2029	Chevrolet Yukon	SUV					Police Capital	Patrol	2029	5	\$ 76,158	\$ 9,373	\$ 66,785	\$ 13,357
M 20.3	2034	Chevrolet Yukon	SUV					Police Capital	Patrol	2034	5	\$ 84,084	\$ 10,349	\$ 73,736	\$ 14,747
M 20.4	2039	Chevrolet Yukon	SUV					Police Capital	Patrol	2039	5	\$ 92,836	\$ 11,426	\$ 81,410	\$ 16,282
M 20.5	2044	Chevrolet Yukon	SUV					Police Capital	Patrol	2044	5	\$ 102,498	\$ 12,615	\$ 89,883	\$ 17,977

### Vehicle Replacement Chargeback Schedule - Police Capital (Police Department)

Vehicle #	Year	Model	Type	VIN #	License Plate	# in Title Book	Mileage	Department	User Group	Fiscal Year Replacement	Estimated Useful Life	Estimated Replacement Cost	Estimated Trade-In Value	Estimated Replacement Cost - Net	Annual Chargeback
M 21	2016	Chevrolet Impala	Sedan	2G1WD5E33G1150206	MP16619	103	2,362	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 21.1	2024	Chevrolet Yukon	SUV					Police Capital	Patrol	2024	3	\$ 68,979	\$ 8,490	\$ 60,489	\$ 20,163
M 21.2	2029	Chevrolet Yukon	SUV					Police Capital	Patrol	2029	5	\$ 76,158	\$ 9,373	\$ 66,785	\$ 13,357
M 21.3	2034	Chevrolet Yukon	SUV					Police Capital	Patrol	2034	5	\$ 84,084	\$ 10,349	\$ 73,736	\$ 14,747
M 21.4	2039	Chevrolet Yukon	SUV					Police Capital	Patrol	2039	5	\$ 92,836	\$ 11,426	\$ 81,410	\$ 16,282
M 21.5	2044	Chevrolet Yukon	SUV					Police Capital	Patrol	2044	5	\$ 102,498	\$ 12,615	\$ 89,883	\$ 17,977
M 13	2016	Chevrolet Impala	Sedan	2G1WD5E31G1149006	MP15246	99	21,054	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 13.1	2023	Chevrolet Yukon	SUV					Police Capital	Patrol	2023	2	\$ 67,626	\$ 8,323	\$ 59,303	\$ 29,651
M 13.2	2028	Chevrolet Yukon	SUV					Police Capital	Patrol	2028	5	\$ 74,665	\$ 9,189	\$ 65,475	\$ 13,095
M 13.3	2033	Chevrolet Yukon	SUV					Police Capital	Patrol	2033	5	\$ 82,436	\$ 10,146	\$ 72,290	\$ 14,458
M 13.4	2038	Chevrolet Yukon	SUV					Police Capital	Patrol	2038	5	\$ 91,016	\$ 11,202	\$ 79,814	\$ 15,963
M 13.5	2043	Chevrolet Yukon	SUV					Police Capital	Patrol	2043	5	\$ 100,489	\$ 12,368	\$ 88,121	\$ 17,624
M 16	2015	Chevy Tahoe	SUV	1GNSK2EC3FR725184	MP12713	80	62,939	Police Capital	Sergeants	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 16.1	2022	Chevrolet Yukon	SUV					Police Capital	Sergeants	2022	1	\$ 65,000	\$ 8,000	\$ 57,000	\$ 57,000
M 16.2	2027	Chevrolet Yukon	SUV					Police Capital	Sergeants	2027	5	\$ 71,765	\$ 8,833	\$ 62,933	\$ 12,587
M 16.3	2032	Chevrolet Yukon	SUV					Police Capital	Sergeants	2032	5	\$ 79,235	\$ 9,752	\$ 69,483	\$ 13,897
M 16.4	2037	Chevrolet Yukon	SUV					Police Capital	Sergeants	2037	5	\$ 87,481	\$ 10,767	\$ 76,714	\$ 15,343
M 16.5	2042	Chevrolet Yukon	SUV					Police Capital	Sergeants	2042	5	\$ 96,587	\$ 11,888	\$ 84,699	\$ 16,940
M 18	2015	Chevy Tahoe	SUV	1GNSK2ECOFR725210	MP12714	81	49,435	Police Capital	Sergeants	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 18.1	2023	Chevrolet Yukon	SUV					Police Capital	Sergeants	2023	2	\$ 67,626	\$ 8,323	\$ 59,303	\$ 29,651
M 18.2	2028	Chevrolet Yukon	SUV					Police Capital	Sergeants	2028	5	\$ 74,665	\$ 9,189	\$ 65,475	\$ 13,095
M 18.3	2033	Chevrolet Yukon	SUV					Police Capital	Sergeants	2033	5	\$ 82,436	\$ 10,146	\$ 72,290	\$ 14,458
M 18.4	2038	Chevrolet Yukon	SUV					Police Capital	Sergeants	2038	5	\$ 91,016	\$ 11,202	\$ 79,814	\$ 15,963
M 18.5	2043	Chevrolet Yukon	SUV					Police Capital	Sergeants	2043	5	\$ 100,489	\$ 12,368	\$ 88,121	\$ 17,624
M 100	New	SUV	SUV	-	-	-	-	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 100.1	2021	Chevrolet Yukon	SUV					Police Capital	Patrol	2021	1	\$ 65,000	\$ 8,000	\$ 57,000	\$ 57,000
M 100.2	2026	Chevrolet Yukon	SUV					Police Capital	Patrol	2026	5	\$ 71,765	\$ 8,833	\$ 62,933	\$ 12,587
M 100.3	2031	Chevrolet Yukon	SUV					Police Capital	Patrol	2031	5	\$ 79,235	\$ 9,752	\$ 69,483	\$ 13,897
M 100.4	2036	Chevrolet Yukon	SUV					Police Capital	Patrol	2036	5	\$ 87,481	\$ 10,767	\$ 76,714	\$ 15,343
M 100.5	2041	Chevrolet Yukon	SUV					Police Capital	Patrol	2041	5	\$ 96,587	\$ 11,888	\$ 84,699	\$ 16,940
M 101	New	SUV	SUV	-	-	-	-	Police Capital	Patrol	-	-	\$ 65,000	\$ 8,000	\$ 57,000	\$ -
M 101.1	2021	Chevrolet Yukon	SUV					Police Capital	Patrol	2021	1	\$ 65,000	\$ 8,000	\$ 57,000	\$ 57,000
M 101.2	2026	Chevrolet Yukon	SUV					Police Capital	Patrol	2026	5	\$ 71,765	\$ 8,833	\$ 62,933	\$ 12,587
M 101.3	2031	Chevrolet Yukon	SUV					Police Capital	Patrol	2031	5	\$ 79,235	\$ 9,752	\$ 69,483	\$ 13,897
M 101.4	2036	Chevrolet Yukon	SUV					Police Capital	Patrol	2036	5	\$ 87,481	\$ 10,767	\$ 76,714	\$ 15,343
M 101.5	2041	Chevrolet Yukon	SUV					Police Capital	Patrol	2041	5	\$ 96,587	\$ 11,888	\$ 84,699	\$ 16,940

#### Gross Annual Chargeback

5-Year Avg	\$ 307,032
10-Year Avg	\$ 257,514
15-Year Avg	\$ 248,076
20-Year Avg	\$ 249,467

#### Gross Annual Chargeback - Patrol

5-Year Avg	\$ 260,866
10-Year Avg	\$ 220,304
15-Year Avg	\$ 213,020
20-Year Avg	\$ 214,541





## FLEET MANAGEMENT

# United City of Yorkville





# THE ENTERPRISE STORY

*The Enterprise story starts in the 1940's, when our founder, Jack Taylor, answered the call of duty and joined the Navy during World War II.*

## TODAY

- Third Generation Family-Owned
- Headquartered in St. Louis, Missouri
- #13 on Forbes' List of America's Largest Privately-Held Companies.
- Operates more than 2 million vehicles worldwide.
- One of the top employers of recent college graduates

Jack named his company "Enterprise" in honor of the aircraft carrier he served aboard as a Hellcat pilot in World War II.





# ENTERPRISE HOLDINGS SUPPORTS LOCAL GROWTH

## Illinois: \$478 Million Annual Economic Impact

*Enterprise Holdings, the world's largest car rental company as measured by revenue and fleet, is supporting Illinois through investments in jobs and partnerships with critical community resources, as well as involvement in local community organizations.*

*In fiscal year 2018 (closed July 31, 2018), Enterprise Holdings' Illinois impact included some of the following key contributions:*

**\$354M**

IN STATE & LOCAL TAX REVENUES

**\$123M**

MILLION IN COMPANYWIDE  
PURCHASES FROM LOCAL  
SUPPLIERS



**Enterprise Holdings  
employs more than  
1,950 employees at 190  
locations in the  
Chicago Metropolitan  
Area alone.**

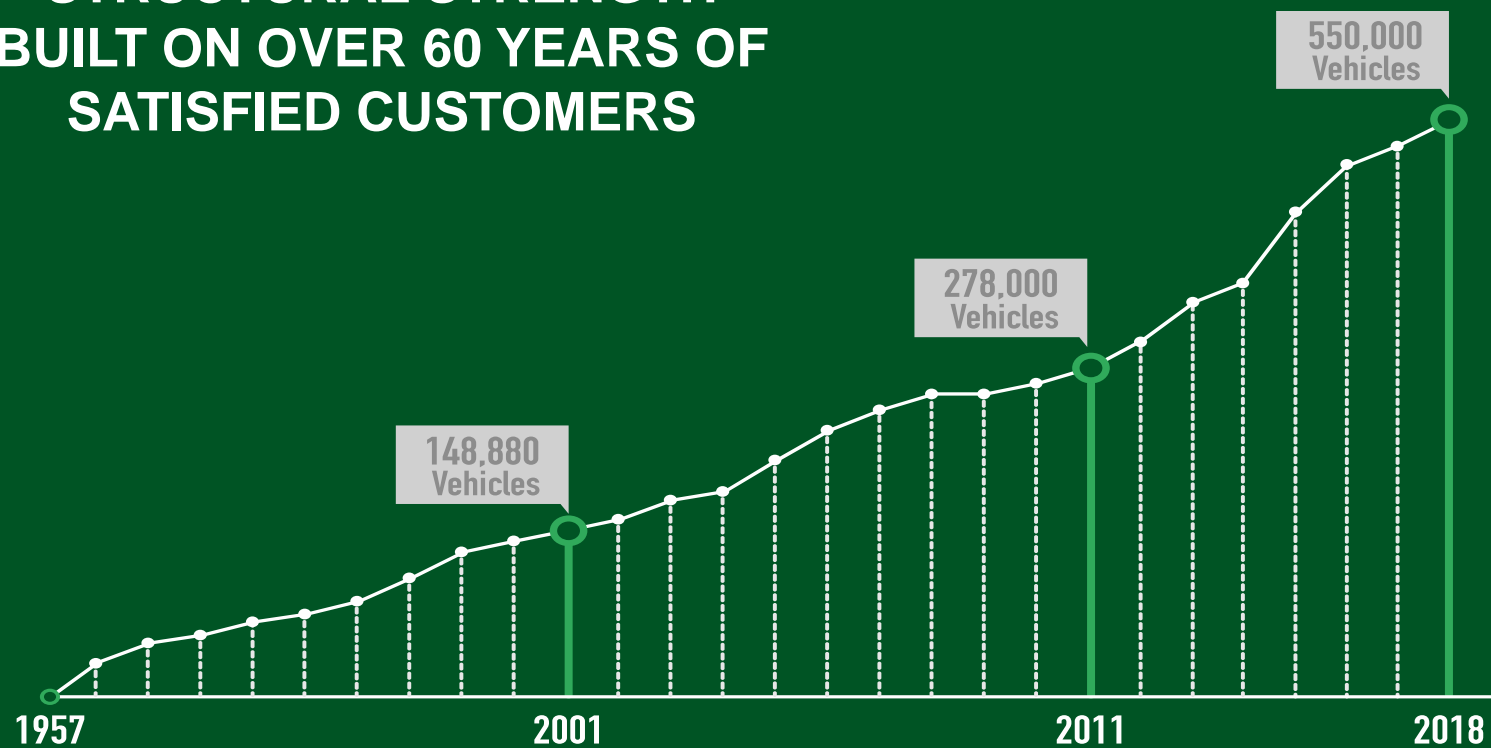
**\$263,500**

RAISED BY EMPLOYEES AND  
MATCHING CONTRIBUTIONS FOR  
THE UNITED WAY'S LOCAL CHAPTER

**\$450K**

IN DONATIONS BY THE ENTERPRISE  
HOLDINGS FOUNDATION TO LOCAL  
CHARITIES

### STRUCTURAL STRENGTH BUILT ON OVER 60 YEARS OF SATISFIED CUSTOMERS



**1,100+**

Government Customers

**75,000+**

Government Vehicles Managed

**30,000+**

Government Vehicles Leased

# REFERENCES

Sourcewell  
Formerly NJPA

United City of Yorkville  
is a member of  
Sourcewell.



# KEY OBJECTIVES

## Lower average age of fleet

- Reduce the average age to no more than 5 years to drive down the Total Cost of Ownership.
  - *71% of light duty fleet is greater than 10 years old.*
- Maximize equity in each depreciating asset. Equity drives budget sustainability.

## Reduce Operating Costs

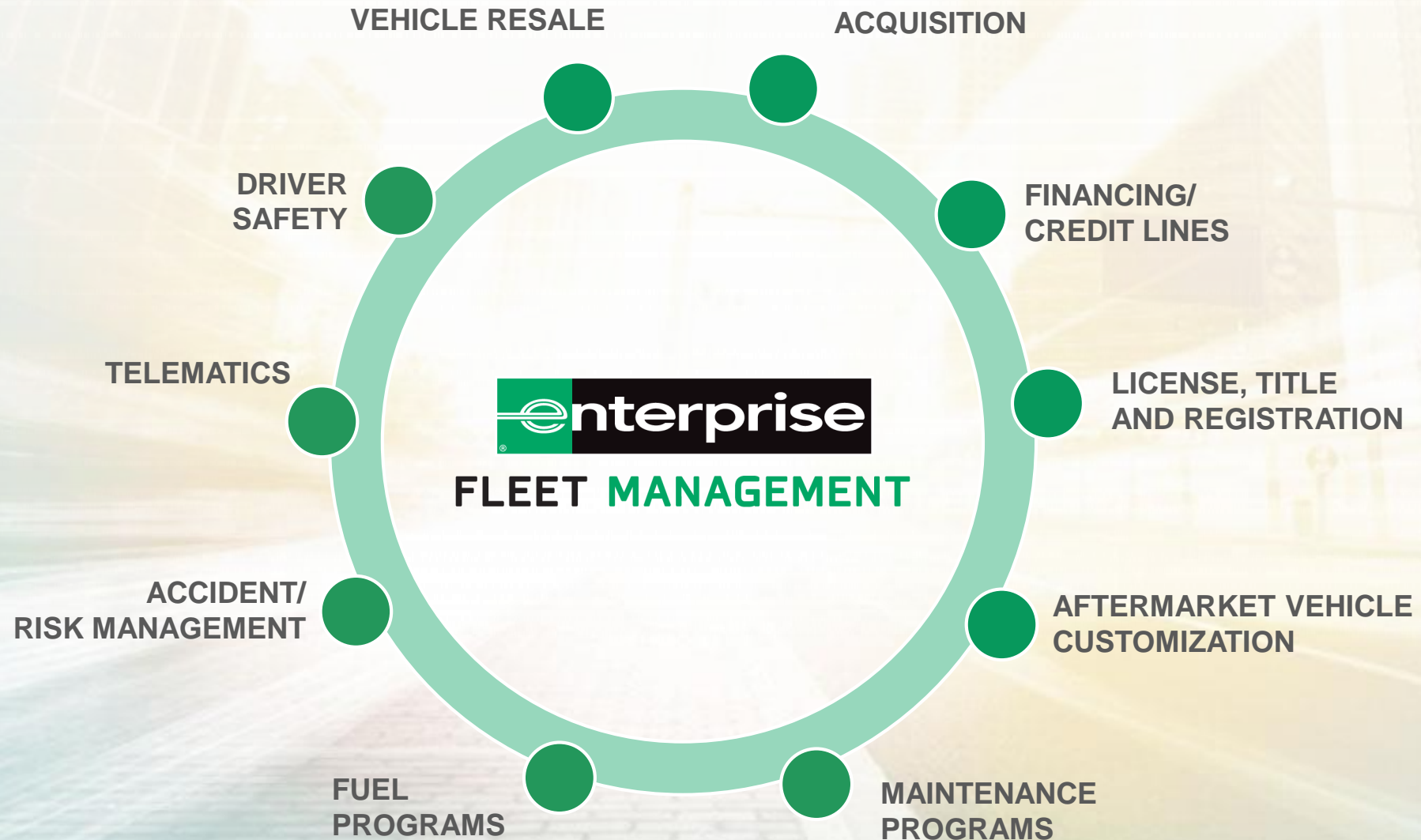
- Newer vehicles have increased fuel efficiency with new technology.
- Newer vehicles have a significantly lower maintenance expense.
- Implement a fixed maintenance cost and a fleet program that focuses on preventative maintenance only.

## Maintain manageable vehicle budget

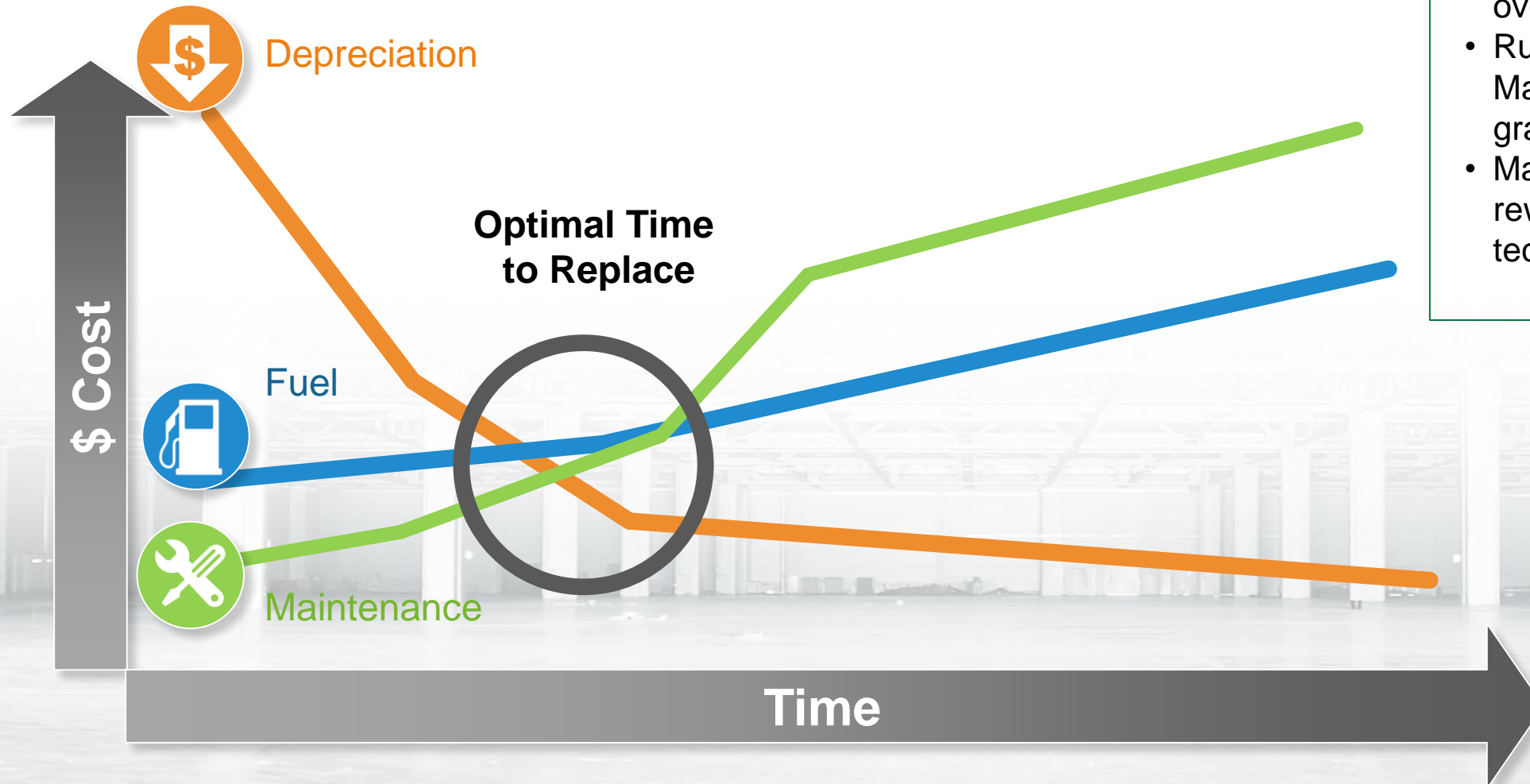
- Execute a sustainable replacement plan with fixed costs that drives down the Total Cost of Ownership.
- Keep equity in the fleet.
- Bridge any gaps between capital and operating budgets and annual replacement needs.



# DELIVERING SOLUTIONS. DRIVING RESULTS.



# EFFECTIVE VEHICLE LIFECYCLE



## Key Observations

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



## Open-End Lease Benefits

- Separate line of credit for vehicles
- Optimize cash flow with flexible funding options
- Unlimited mileage, no mileage penalties
- No abnormal wear & tear clauses
- Greater flexibility if requirements change
- Flexibility of term
- Customer retains all rights to equity

## Title Benefits

- All administration handled by Enterprise
- Robust reporting and visibility
- Enhanced leverage with manufacturers as part of Enterprise Holdings' fleet
- Better administration of recalls
- Easier resale process
- Access to maintenance, fuel and risk programs
- Increased tax efficiencies over purchase

### Full Maintenance

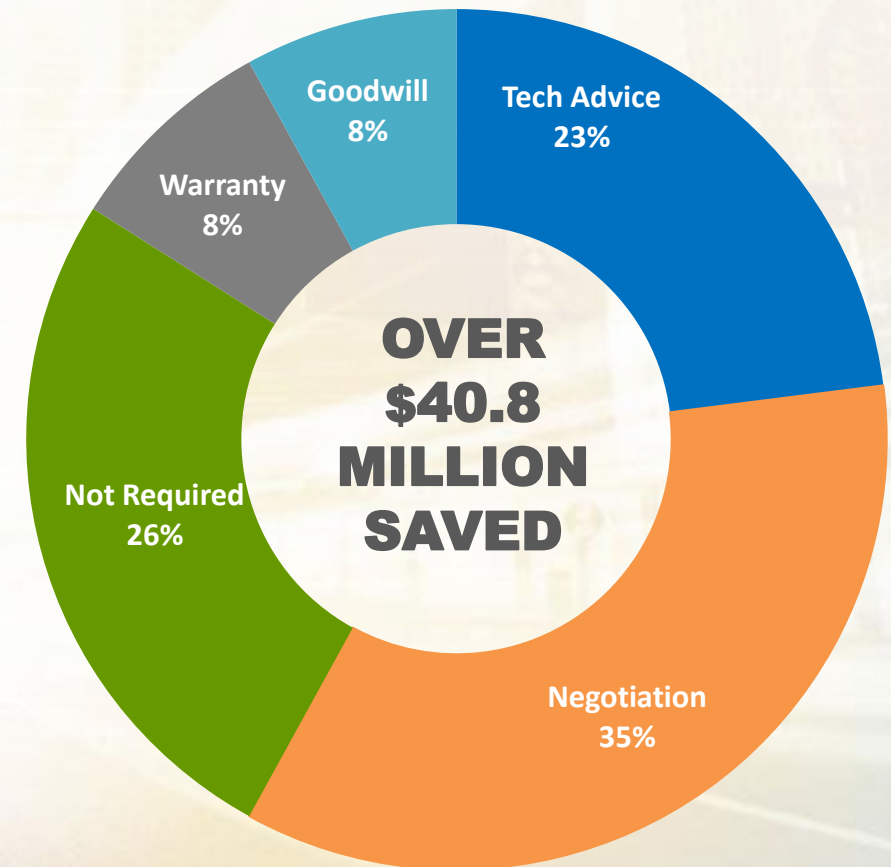
- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

### Maintenance Management

- “Bridge” program for currently owned fleet vehicles
- Seamless experience for field drivers

### Enterprise National Service Department

- 200 Employees with over 1,100+ total ASE certifications
- 400,000+ vehicles under management on this program
- \$40.8 million in customer savings in 2017
- \$3.5 million in post warranty/goodwill refunded to our customers in 2017



# City of Yorkville - Fleet Profile

## Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Minivan-Passenger	1	13.8	3,000
1/2 Ton Van Cargo	2	3.2	1,300
Mid Size SUV 4x2	2	12.8	5,200
1/2 Ton Pickup Reg 4x2	3	11.5	2,200
1/2 Ton Pickup Reg 4x4	2	6.8	4,300
1/2 Ton Pickup Quad 4x2	2	2.2	1,800
3/4 Ton Pickup Reg 4x4	2	12.8	4,700
3/4 Ton Pickup Ext 4x4	1	14.9	6,300
1 Ton Pickup Reg 4x4	6	13.5	3,900
Totals/Averages	21	10.5	3,500

## Fleet Replacement Schedule

2020	2021	2022	2023	2024	Under-Utilized
1	0	0	0	0	0
0	0	0	1	1	0
2	0	0	0	0	0
2	0	0	0	1	0
1	0	0	0	1	0
0	0	0	0	1	1
2	0	0	0	0	0
1	0	0	0	0	0
6	0	0	0	0	0
15	0	0	1	4	1

## Replacement Criteria

\* Fiscal Year 2020 = 10 years old and older, or odometer over 100,000

\* Fiscal Year 2021 = 8 years old and older, or odometer over 93,300

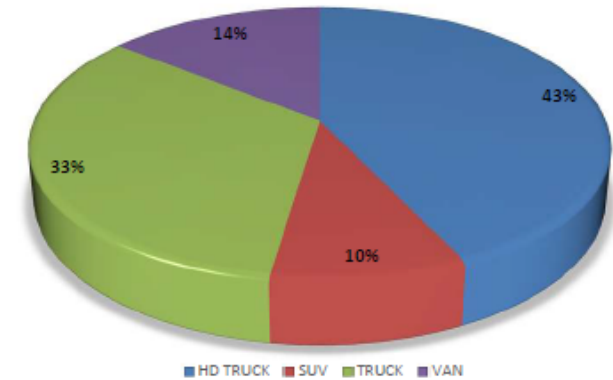
\* Fiscal Year 2022 = 6 years old and older, or odometer over 86,600

\* Fiscal Year 2023 = 4 years old and older, or odometer over 79,900

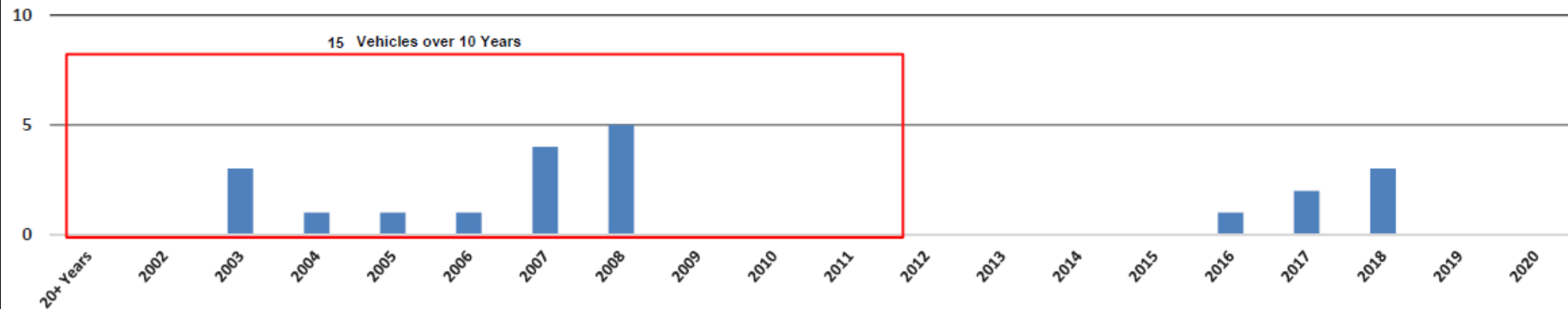
\* Fiscal Year 2024 = Remaining Vehicles

\* Underutilized = Annual Mileage less than 900

## Vehicle Types



## Model Year Analysis

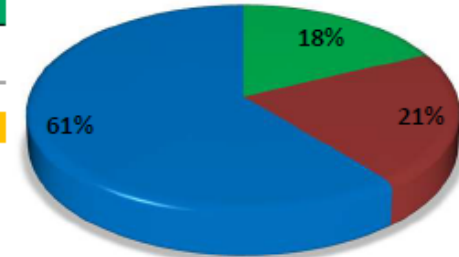


# City of Yorkville - Fleet Planning Analysis

Current Fleet	21	Fleet Growth	-1.09%	Proposed Fleet	20
Current Cycle	10.50	Annual Miles	3,700	Proposed Cycle	5.00
Current Maint.	\$70.00	Insurance	\$0.00	Proposed Maint.	\$19.41
Fuel Info		MPG	12	Price/Gallon	\$2.45

## Fleet Costs Analysis

Fleet Mix			Fleet Cost						Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	FMV @ Resale	Fuel	Fleet Budget	Net Cash
Average	21	2.0	21	0	51,151	0	17,640	(\$8,250)	15,006	75,547	0
'20	20	15	5	15	0	75,510	7,694	(\$51,750)	12,193	43,647	31,900
'21	20	0	5	15	0	75,510	7,694	0	12,193	95,397	-19,850
'22	20	0	5	15	0	75,510	7,694	0	12,193	95,397	-19,850
'23	20	1	4	16	0	80,013	7,087	0	12,005	99,105	-23,558
'24	20	4	0	20	0	-93,832	4,658	0	11,255	-77,919	153,466
'25	20	15	0	20	0	97,738	4,658	0	11,255	113,651	-38,104
'26	20	0	0	20	0	97,738	4,658	0	11,255	113,651	-38,104
'27	20	0	0	20	0	87,298	4,658	0	11,255	103,211	-27,664
'28	20	1	0	20	0	46,516	4,658	0	11,255	62,429	13,118
'29	20	4	0	20	0	-93,832	4,658	0	11,255	-77,919	153,466



■ Fuel ■ Maintenance ■ Purchase

10 Year Cash Impact

\$184,821

Avg. Sustainable Savings

\$12,542

## Key Objectives

- **Lower average age of fleet**
  - 71% of the current light fleet is over 10 years old
  - Resale of the aging fleet is significantly reduced. The goal is to reduce the average age to no more than 5 years. Current cycle is based on last 3 years of purchase history (2016 - 2018).
- **Reduce operating costs**
  - Newer vehicles have lower operational costs. The analysis assumes a current maintenance spend of .22 cents per mile. 3rd party data from Automotive Fleet estimates a CPM of a fleet your age to be .22 cents. Fuel economy is based on estimated 12 MPG today vs. 16 MPG tomorrow with a new vehicle.
  - The goal is a healthy cycle with predictable and fixed operational costs.
- **Maintain a manageable vehicle budget**
  - Goal is to keep equity in the fleet to drive down future lease costs and TCO
  - Goal is to bridge any gaps between capital and operating budgets and replacement needs

\* Lease Rates are conservative estimates

\*\*10 Year Cash Impact is the sum of the 10 year savings from the Fleet Planning Analysis and the Equity @ Resale of Existing



# RESALE IMPACT

*Example*

## City of Chicago – 2018 Resale Results

AVERAGE	
Months in Service	56
Annual Miles	10,248
Capitalized Price	\$24,749
Resale Price	\$11,645
Equity Gain	(\$7,318)
Total Effective Depreciation	\$13,104

Year	Make	Model	Series	Months in Service	Ending Odometer	Condition Impact	Capitalized Price	Resale Price	Reduced Book Value	Equity Gain	Total Effective Depreciation
2016	GMC	Acadia	SLT-1 All-wheel Drive	40	46,885	\$1,300	\$37,115	\$22,000	\$15,641	(\$6,359)	\$15,115
2014	Ford	Fusion Hybrid	SE 4dr Front-wheel Drive Sedan	61	18,095	\$700	\$26,500	\$11,300	\$2,553	(\$8,747)	\$15,200
2015	Chrysler	Town and Country	Touring Front-wheel Drive LWB Passenger Van	40	55,205	\$300	\$30,017	\$15,500	\$12,123	(\$3,377)	\$14,517
2015	Dodge	Grand Caravan	AVP/SE Front-wheel Drive Passenger Van	42	35,747	\$150	\$24,830	\$12,200	\$9,475	(\$2,725)	\$12,630
2015	Chrysler	Town and Country	Touring Front-wheel Drive LWB Passenger Van	40	42,041	\$1,200	\$30,017	\$14,000	\$11,973	(\$2,027)	\$16,017
2013	Ford	E-350 Super Duty	Commercial Cargo Van	61	103,425	\$2,100	\$24,837	\$7,100	\$2,264	(\$4,836)	\$17,737
2014	Ford	Transit Connect	XL Cargo Van	52	15,041	\$600	\$19,905	\$13,800	\$4,679	(\$9,121)	\$6,105
2013	Ford	E-350 Super Duty	Commercial Cargo Van	61	132,571	\$2,400	\$24,837	\$6,300	\$2,316	(\$3,984)	\$18,537
2013	Chevrolet	Equinox	1LT All-wheel Drive Sport Utility	62	42,530	\$1,200	\$27,042	\$11,500	\$2,062	(\$9,438)	\$15,542
2013	Chevrolet	Equinox	1LT All-wheel Drive Sport Utility	62	45,820	\$800	\$26,852	\$11,500	\$2,051	(\$9,449)	\$15,352
2013	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	60	54,684	\$1,100	\$18,369	\$11,300	\$2,070	(\$9,230)	\$7,069
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	61	18,210	\$1,400	\$22,350	\$14,500	\$2,121	(\$12,379)	\$7,850
2013	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	60	53,926	\$1,500	\$18,369	\$11,900	\$2,070	(\$9,830)	\$6,469
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	61	63,453	\$2,400	\$22,698	\$12,000	\$2,113	(\$9,887)	\$10,698
2013	Chevrolet	Equinox	1LT All-wheel Drive Sport Utility	61	21,592	\$0	\$26,852	\$5,300	\$2,409	(\$2,891)	\$21,552
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	61	22,019	\$1,800	\$22,350	\$14,600	\$2,121	(\$12,479)	\$7,750
2013	Ford	C-Max Hybrid	SE 4dr Hatchback	60	36,630	\$1,500	\$24,504	\$7,500	\$2,659	(\$4,841)	\$17,004
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	58	73,863	\$2,800	\$22,698	\$11,500	\$3,161	(\$8,339)	\$11,198
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	59	60,744	\$2,100	\$22,668	\$12,100	\$2,803	(\$9,297)	\$10,568
2013	Ford	C-Max Hybrid	SE 4dr Hatchback	60	28,832	\$1,600	\$24,504	\$8,000	\$2,659	(\$5,341)	\$16,504
2013	Ford	C-Max Hybrid	SE 4dr Hatchback	59	45,294	\$500	\$24,504	\$6,300	\$3,035	(\$3,265)	\$18,204
2013	Chevrolet	Express 3500	Work Van Rear-wheel Drive Cargo Van	59	25,313	\$1,925	\$22,668	\$16,000	\$2,836	(\$13,164)	\$6,668
										(\$161,005)	

# RESOURCES

## Fleet Technology



Customer Website

Driver Mobile App

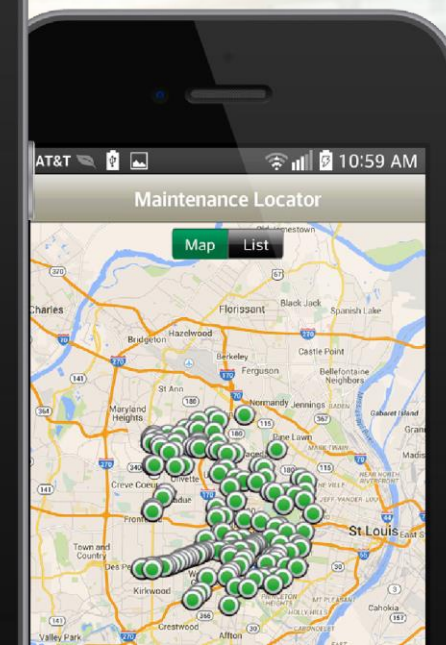
[PREVIEW](#)  
the Mobile  
App!

[VIEW](#)  
the Client  
Website!

### Fleet Planning Toolkit

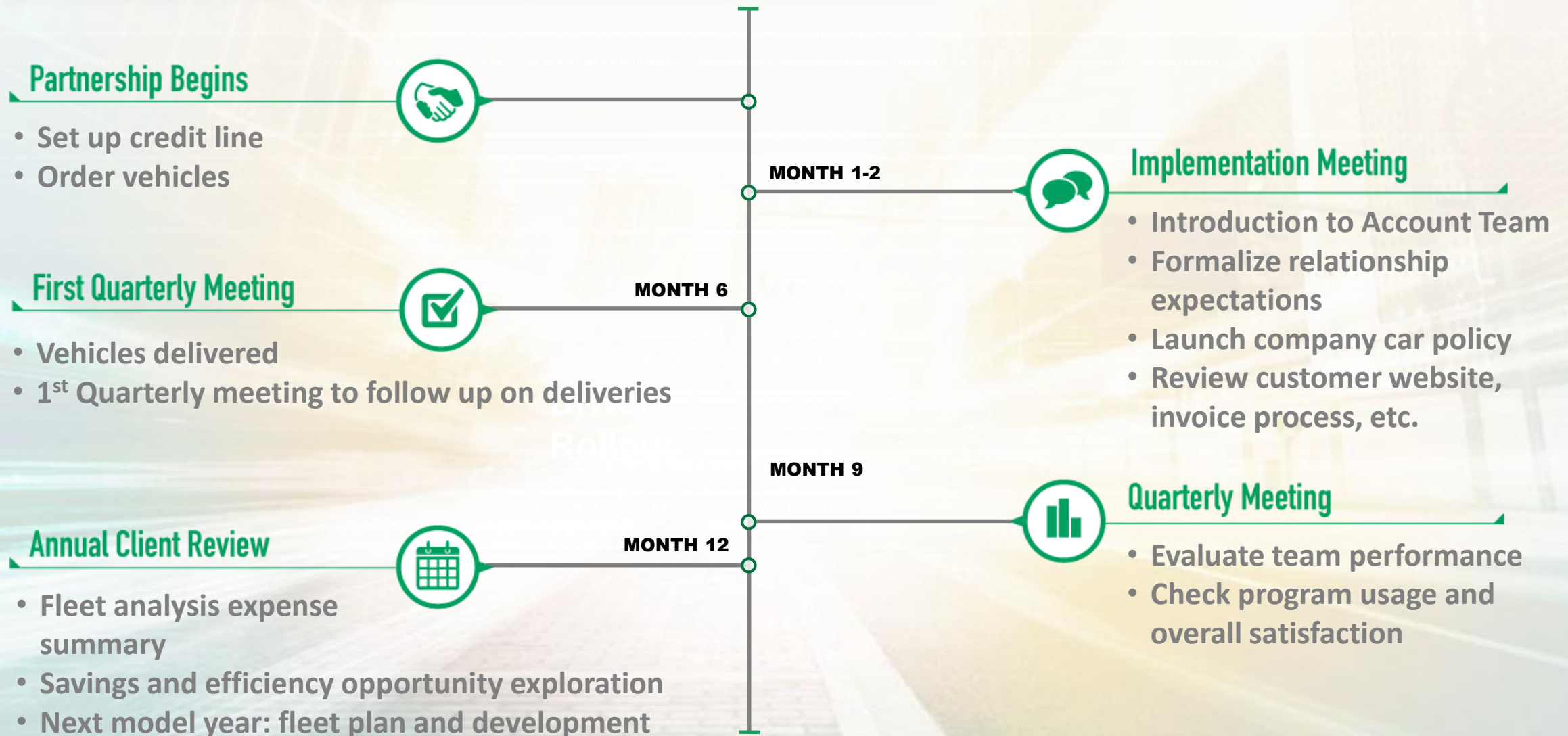
- Total Cost of Ownership Analysis
- Fleet Replacement Schedule

Annual Client Review





# WHAT TO EXPECT – FIRST YEAR





**FLEET MANAGEMENT**

## 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

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 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



## MASTER EQUITY LEASE AGREEMENT

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

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

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

### **3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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

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

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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

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

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

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

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

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

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

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

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

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

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

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

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

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

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

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

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

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



Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

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

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

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

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

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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

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

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_  
  
Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

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

### **CONSIGNMENT AUCTION AGREEMENT**

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

### **RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of \_\_\_\_\_.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### **TERMS AND CONDITIONS**

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$\_\_\_\_\_ ("Service Fee") plus towing at prevailing rates.
- 5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. Time for Payment:
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



### MAINTENANCE AGREEMENT

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

#### WITNESSETH

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

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

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

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

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

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

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



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

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

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

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

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

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

LESSEE: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

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

**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").

WITNESSETH:

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

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

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

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

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

**4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

**5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

**7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

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

8. **FEES:** EFM will charge the Company for the service under this Agreement \$\_\_\_\_\_ per month per Card, plus a one time set-up fee of \$\_\_\_\_\_.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. 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: \_\_\_\_\_, \_\_\_\_\_