

# City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

[www.myquincy.net](http://www.myquincy.net)



Tuesday, October 22, 2019  
6:00 PM

City Hall Commission Chambers

## City Commission

Mayor Keith Dowdell - District I  
Mayor Pro-Tem Ronte Harris - District III  
Commissioner Angela Sapp - District II  
Commissioner Freida Bass-Prieto - District IV  
Commissioner Daniel McMillan - District V

**“In the Heart of Florida’s Future”**





**City of Quincy, Florida  
City Commission Meeting**

**AGENDA**

**October 22, 2019  
6:00 P.M.**

**City Hall Commission Chambers**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

**Approval of the Minutes of the Previous Meetings**

1. Approval of Minutes of the 10/08/2019 Regular Meeting
  - Sylvia Hicks, City Clerk

**Proclamations**

2. Proclamation – Breast Cancer Awareness Month
  - Mayor Keith A. Dowdell, District I

**Public Hearings and Ordinances as Scheduled or Agendaed**

**Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)**

**Resolutions**

**Reports by Boards and Committees**

**Reports, Requests and Communications by the City Manager**

3. Authorization to Lease Police Vehicles
  - Jack L. McLean Jr., City Manager
  - Glenn Sapp, Police Chief
4. Circle Drive Lift Station On-Site Generator Installation
  - Jack L. McLean Jr., City Manager
  - Robin Ryals, Utilities Director

5. Approval of Alternative Streets for Milling and Paving
  - Jack L. McLean Jr., City Manager
  - Reggie Bell, Public Works Director
6. City Wide Annual Clean-Up in November
  - Jack L. McLean Jr., City Manager
  - Reggie Bell, Public Works Director
7. City's Re-Roofing Program Update
  - Jack L. McLean Jr., City Manager
  - Bernard Piawah, Building and Planning Director
8. City's Turn Key Project Update
  - Jack L. McLean Jr., City Manager
  - Ann Sherman, Human Resources Director
9. September Human Resources Report
  - Jack L. McLean Jr., City Manager
  - Ann Sherman, Human Resources Director
10. September Police Reports
  - ◆ Monthly Traffic Report ◆ Crime Report
    - Jack L. McLean Jr., City Manager
    - Glenn Sapp, Police Chief
11. September Fire Reports
  - ◆ Monthly Activity Report ◆ District Calls ◆ Quarterly Fire Report
    - Jack L. McLean Jr., City Manager
    - Curtis Bridges, Fire Chief
12. Mandatory Budget Transfer/Audits - FY 2019
  - Jack L. McLean Jr., City Manager
  - Marcia Carty, Finance Director
13. September Finance Reports
  - ◆ P-Card Statements ◆ Allocations ◆ Arrearage Report ◆ Cash Requirements ◆ Financial Report
  - ◆ Mandatory Budget Transfer/Audits - FY 2019
    - Jack L. McLean Jr., City Manager
    - Marcia Carty, Finance Director

**Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials**

**Comments**

- a) City Manager
- b) City Clerk
- c) City Attorney
- d) Commission Members

**Comments from the Audience**

**Adjournment**

\*Items not in Agenda Packet

*If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.*

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
OCTOBER 8, 2019  
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, October 08, 2019, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Daniel McMillan  
Commissioner Ronte Harris  
Commissioner Freida Bass-Prieto  
Commissioner Angela G. Sapp

**Staff Present:**

City Manager, Jack L. McLean Jr.  
Interim City Attorney, Gary Roberts  
City Clerk, Sylvia Hicks  
Police Chief, Glenn Sapp  
Planning Director, Bernard Piawah  
Finance Director, Marcia G. Carty  
Human Resources Specialist, Carolyn Bush  
Public Works Director, Reginald Bell  
Fire Chief, Curtis Bridges  
Parks and Recreation Director, DeCody Fagg  
Utilities Director, Robin Ryals  
Executive Assistant to the City Manager, Vancheria Perkins  
Dewberry Representative Matt Chester  
Grant Writer, Dr. Beverly Nash  
Police Lieutenant Eugene Monroe  
Sergeant at Arms Lieutenant, Justin Garrison

**Also Present:**

Former Mayor-Commissioner Derrick D. Elias  
Former Mayor-Commissioner Gerald A. Gay, III  
Former Mayor-Commissioner L. Finley Cook

**Call to Order:**

Mayor Dowdell called the meeting to order with invocation by Pastor Robin Ryals followed by the Pledge of Allegiance.

**Approval of the Amended Agenda**

Commissioner Bass-Prieto made a motion to approve the agenda. Commissioner Sapp seconded the motion. Commissioner Harris then asked for a friendly amendment to the

motion to add the Attorney's Position to the agenda as item #10. Commissioner Bass-Prieto didn't accept the friendly amendment. The motion carried four to one with Commissioner Harris casting the nay vote.

Commissioner Harris then made a motion to add the City Attorney's Position to the agenda as item #10. Commissioner Sapp seconded the motion. The ayes were Commissioners Harris, Sapp, and Dowdell. Nays were Commissioners McMillan and Bass-Prieto. The motion carried three to two.

### **Special Presentations by the Mayor or Commission**

Mayor Dowdell read the following thank you card from the family of Robin Ryals:

Quincy City Commissioners, management and employees, thank you for the beautiful flowers you sent to our mother's funeral. Most of all thank you for your prayers and concern during this difficult time. Your understanding, kind words, and thoughtfulness, especially during budget meeting time, is more important than words can ever express. Perhaps you sent a lovely card, or sat quietly in a chair. Perhaps you sent a flora piece, if so we saw it there. Perhaps you spoke the kind words, as any friend could say: Perhaps you were not there at all, just thought of us that day. Whatever you did to console our hearts, we thank you so much whatever the part. The Ryals Family.

### **Approval of the Minutes of the Previous Meetings**

#### *Approval of the Minutes of the 9/24/2019 Regular Meeting*

Commissioner Sapp made a motion to approve the minutes of the September 24, 2019 regular meeting. Commissioner McMillan seconded the motion. The motion carried five to zero.

### **Proclamations**

#### *Proclamation – Mr. Drew Cook Bass Master Rookie of the Year*

Mayor Dowdell read the following Proclamation Honoring Mr. Drew Cook:

DICK'S Sporting Goods Bassmasters  
Rookie of the Year

Whereas, Drew Cook grew up on the shore of Lake Talquin, Florida and while attending Robert F. Monroe School, competed in High School Bass Tournaments; and

Whereas, in 2012, Drew won the Bassmaster Florida State Championship at Lake Okeechobee;

Whereas, after high school Drew attended Florida State University to pursue a Degree in Criminology and Entrepreneurship while competing on the college's Bass Fishing Team; and

Whereas, Cook fished both the Eastern and Central Opens in 2018, earning his spot in the prestigious Bassmaster Elite Series; and

Whereas, the Florida Elite Drew Cook has now officially landed the DICK'S Sporting Good Bassmaster Rookie of the Year title; and

Whereas, three Top 10 finished during 2019 Bassmaster Elite Services season earn Drew Cook the award of 2019 at the completion of the Toyota Bass Angler of the Year Championship in Detroit, Michigan; and

Now, Therefore, I Keith A. Dowdell, by the power vested in me as Mayor of the City of Quincy, Florida along with my colleagues: Mayor Pro-tem Ronte Harris, Commissioner Angela G. Sapp, Commissioner Freida Bass-Prieto, and Commissioner Daniel McMillan do hereby proclaim October 8, 2019 as

Drew Cook Day

in the City of Quincy and encourage our citizens to congratulate Mr. Cook on his many accomplishments.

**Public Hearing and Ordinances as Scheduled or Agendaed**

**Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 285.0114(3)(a), Fla. Stat.)**

Emanuel Sapp of 821 2<sup>nd</sup> Street came before the Commission to discuss the Commissioners' Salaries. He stated that the Commission deserves a salary he stated that years ago that African Americans had no representation and could not participate in the elections no compensation.

**Resolutions**

*Resolution No. 1396-2019 – Gadsden County High School Homecoming Parade*

Commissioner McMillan made a motion to approve Resolution No. 1396-2019 Gadsden County High School Homecoming Parade. Commissioner Harris seconded the motion. The motion carried five to zero. A representative from Gadsden County High School came before the Commission and stated that if you are interested in participating in the you must notify the school in advance.

*Resolution No. 1397-2019 – Trunk-A-Treat on Ward's Lot*

Commissioner McMillan made a motion to approve Resolution No. 1397-2019 Trunk-A-Treat on Ward's Lot. Commissioner Harris seconded the motion. The motion carried five to zero.

**Reports by Boards and Committees**

**Reports, Requests and Communications by the City Manager**

### *Fire Prevention – Open House*

Fire Chief Bridges announced that this week is Fire Prevention Week October 6-12, 2019 and October is Fire Prevention Month. Chief Bridges stated that they will have open house on Thursday, October 17, 2019 from 5:00pm until 7:00pm with refreshments.

Commissioner Sapp asked when are we going to rename the Fire Station. Chief Bridges stated he would get with Chief Smith on an available date.

### *Hurricane Michael Hurricane State Recovery Grant*

Grant Writer Dr. Beverly Nash came before the Commission and reported the following: The City of Quincy submitted a funding application in the categories of local revenue loss, local operating deficit and infrastructure repairs and replacements. The funding request are (1) Project 1 Infrastructure Repair and/or Replacement North Substation for \$3,668,105.84, (2) Project 2 Infrastructure Repair and/or Replacement South Substation for \$2,953,000.00, (3) Project 3 Infrastructure Repair and/or Replacement South Substation for \$1,477,000.00, (4) Project 4 Infrastructure Repair and/or Replacement Lift Station Redundancy (locations: Key and Virginia Street for \$150,000.00, (5) Project 5 Local Revenue Loss for \$560,908.00, and (6) Local Operating Deficit for \$1,359,280.00 totaling \$10,168,188.84. City Manager McLean stated that the construction of a dedicated trunk line will serve Trulieve Corporation, the City of a Quincy's largest electric commercial customer. The emergency underground trunk line from south substation to Martin Luther King Jr., Blvd. to serve SuperValu and Walmart Supercenter. The construction of the underground trunk line to benefit Police Department, Gadsden County Sheriff's Department, Gadsden County Court House, BASF, City Hall and the County's Emergency Operations Center. Commissioner McMillan asked if the \$25,000,000 was for the entire big bend area? City Manager McLean replied yes. Commissioner McMillan stated that we probably won't get the ten million dollars. City Manager McLean agreed. Commissioner Sapp made a motion to approve the authorization of the Mayor and/or City Manager to sign the proposed funding opportunity, if funded is awarded. Commissioner McMillan seconded the motion. The motion carried five to zero.

### *Purchasing Card Policy*

City Manager McLean stated that the City's purchasing card policy and practices had been in effect for a decade without significant changes until it was amended on June 12, 2012 and March 26, 2013. He stated that Purchasing Card Policy had removed the City Commissioner's use of P-Card. Mayor Dowdell stated several months ago while attending the Florida League of Cities Conference he encountered a problem with the check and the hotel required a credit card for incidentals. After several minutes of discussions Commissioner Sapp made a motion to workshop the item. Commissioner McMillan seconded the motion. The motion carried five to zero.

### *Financial Statements and Budget Update*

Finance Director, Marcia Carty came before the Commission and presented to the Commission a budget transfer analysis as of 7/31/2019. Ms. Carty stated that of the 32 items

raised in a previous meeting, 1 item was approved by the Commission, 16 items transferred in excess of 10% plus \$1,000, and 15 items were in compliance with ordinances. Ms. Carty stated that it was less than 1.8% of the total budget that was not in compliance. Ms. Carty read the following section of the City Charter. The City Manager may at any time during the fiscal year transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency; provided however, that no such transfer exceeding ten percent of a line item in the budget over \$1,000 shall be made unless and until approved by the City Commission. Notwithstanding the foregoing, the City Manager may make transfers which exceed such monetary limitation but only when emergency circumstances are involved that require immediate action to protect the public health, safety, welfare or morals, and such transfers shall be reported to the City Commission at its next regular meeting. At any time during the fiscal year, upon written request by the City Manager, the Commission may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another. Mayor Dowdell stated he would have loved to hear this information from the Auditor and everything came back justifiable.

### **Other Items Requested to be Agendaed by Commission Member(s), the City Manager and Other City Officials**

#### *Commissioner's Salaries*

Mayor Dowdell stated Ordinance No. 1105-2019 that you can take part of your salary. City Manager McLean stated that the City Commission desires to provide the Mayor and each Commissioner with the option of electing to reduce or eliminate their compensation for the upcoming budget year, as long as such election is made not later than August 31 and is binding for the entire budget year. Mayor Dowdell made a motion to not accept the 3% raise but instead divide the funds amongst the Gadsden Arts Center, Quincy Music Theater, and Shaw Quarter's. Commissioner McMillan seconded the motion. Ms. Carty stated the amount is \$2,948.00. Commissioner Sapp agreed mainly because of the children and visits to the Arts Center for exposure to the Arts and Culture. She stated we need to think out of the box and perhaps reach out to them to bring the Arts into all the schools. She would propose that we fund them at the level we did last year. The motion carried five to zero. Commissioner Harris stated that he agrees with Commissioner Sapp as to going the extra step to expand the Arts in middle and high school, invite them to Gadsden County High School and maybe partner with them. He also stated that they have no connections with the Quincy Music Theater and we have a lot of talented young people in the county. Commissioner Bass-Prieto stated that she gives her salary to the non-profits. Commissioner Harris stated that the reason he fights for the salary is for the next person that may sit in his seat. He also stated that he can't afford to give back his salary there are things like mortgage, insurance, and other obligations. Also to make sure that the next person that sits in his seat won't have to worry about a pension and unlike his predecessor, wait until he leaves office to see if he is eligible for a pension. Commissioner Sapp stated that the county, and state legislators, and president get paid.

Canary Jefferson of 1510 Martin Luther King Jr., Blvd. came before the Commission requesting assistance from the City to rehabilitate his mom's home. He indicated that they had received call from someone stating they had run out of funds. The Commission advised him to get with the City Manager.



### *City Attorney's Position*

Commissioner Harris made a motion to appoint Gary Roberts as the City's Attorney. Commissioner Sapp seconded the motion. Commissioner Bass-Prieto asked when does the Request for Qualifications end. City Manager McLean stated on October 22<sup>nd</sup>. Commissioner Bass-Prieto asked for an opinion from the Attorney. The City Manager stated the Commission can pull the RFO at any time. The ayes were Commissioners Harris, Sapp, and Dowdell. Nays were Commissioner McMillan and Bass-Prieto. The motion carried three to two.

### **Comments**

#### **City Manager**

City Manager McLean stated that the Fire Department will have open house October 17, 2019 from 5:00pm – 7:00pm.

City Manager McLean reported that Gadsden County High School will have their homecoming celebration October 25, 2019.

City Manager McLean reported that Trunk-A-Treat will be on October 31, 2019 at Wards' Lot.

Commissioner McMillan asked if the score board was fixed. The Manager stated that they installed a score board today.

**City Clerk** – None

#### **City Attorney**

City Attorney Roberts informed the Commission the he had sent a response to them regarding the breach of personal information regarding the City Clerk.

Commissioner McMillan – None

Commissioner Harris asked Mr. Bell if he would look into checking out the drain at Love and Clark Streets.

Commissioner Harris thanked Mr. Carty for the work that she is doing.

Commissioner Bass-Prieto announced that Shaw Quarter's Day will be held October 19, 2019 from 10:00am until 4:00pm.

Commissioner Bass-Prieto asked if the street sweeper was working.

Commissioner Bass-Prieto asked the status of the house located at 36 Dezell Street.

Commissioner Bass-Prieto thanked Mr. Bell for cutting the right of way at King Street and Washington Street.

Commissioner Bass-Prieto asked for a status report on the roofing program.

Commissioner Bass-Prieto stated that according to the Sunshine Laws regarding open meetings and public records, the records can be requested by phone call, fax, email, in writing or in person.

Commissioner Sapp stated we need to go back to giving the City Manager our concerns prior to the meeting.

Commissioner Sapp stated that the street sweeper needs to go down Stewart Street.

Commissioner Sapp informed the Manager of a utility line that is down at Key Street behind the Kelly Jr.

Commissioner Sapp announced that she will have a community meeting at the Campbell Kelly Center on Thursday, October 10<sup>th</sup> at 6:00pm.

Commissioner Sapp asked the status of the house located at 504 6<sup>th</sup> Street (Sally Anderson). Building and Planning Director, Dr. Piawah stated that a relative is trying to do some repairs to the house. Commissioner Sapp stated that the repairs are just superficial. Dr. Piawah stated that he would get with the Building Official to condemn the house.

Commissioner Sapp thanked Ms. Perkins for the pink decorations in the chambers in observance of Breast Cancer Month.

### **Comments from the Audience**

Emanuel Sapp of 821 2<sup>nd</sup> Street came before the Commission with the following concern: imposing 4% tax on Internet Cafés that can fund the Arts Center, Music Theater, and School Programs. He stated that they prey on our indigent people in the county. He requested that the item be placed on the next agenda. The Mayor advised him to get with the City Manager.

Mr. Robert Finley of 213 West King Street came before the Commission regarding the house located at 311 West King Street and asked if something could be done. The Manager stated that Code Enforcement and the Police Department are working on it.

Mr. Robert Finley presented to Manager and Commission a record request that he had presented October last year. The City Manager stated it was during the time of Hurricane Michael and it was overlooked.

Mr. Finley also stated that the vote by the Commission will always be three to two.

Mayor Dowdell apologized to Mr. Bell regarding the trash cans.

Mayor Dowdell told Mr. Ryals he hopes the he is doing ok. Mr. Ryals thanked he City for their prayer during their time of bereavement.

Justin Ford of Dewberry Engineering came before the Commission and stated that they had a preconstruction meeting with the contractor CW Roberts and provided them with a notice of award and a notice to proceed. He stated they notice to proceed is scheduled for October 14<sup>th</sup> and they will have 120 days to complete the work on Martin Luther King Jr., Blvd. Mr. Ford stated that the side roads will be presented at a later date.

Commissioner Sapp made a motion to adjourn. Commissioner Bas-Prieto seconded the motion. There being no further business to discuss the meeting was adjourned.

APPROVED:

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Keith A. Dowdell, Mayor and Presiding Officer  
City Commission and  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

# PROCLAMATION

## BREAST CANCER AWARENESS MONTH

**WHEREAS**, while considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

**WHEREAS**, each year it is estimated that more than 220, 000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die as a result of the disease; and

**WHEREAS**, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

**WHEREAS**, during this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

**WHEREAS**, as we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

**WHEREAS**, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

**WHEREAS**, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening;

**NOW, THEREFORE**, I, Keith A. Dowdell, Mayor of the City of Quincy, Florida, along with my colleagues: Mayor Pro-Tem Ronte Harris, Commissioner Angela Sapp, Commissioner Freida Bass-Prieto, and Commissioner Daniel McMillan., do hereby proclaim the Month of October 2019 in the City of Quincy, Florida as:

### Breast Cancer Awareness Month

**DATED** this 22<sup>nd</sup> Day of October, 2019.

*Keith A. Dowdell*  
Mayor

*Sylvia Hicks*  
City Clerk

*Jack L. McLean Jr.*  
City Manager

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: October 22, 2019  
Date Submitted: October 17, 2019  
To: Honorable Mayor and Members of the City Commission  
From: Jack L. McLean Jr., City Manager  
Glenn H. Sapp, Police Chief  
Subject: Police Department Lease Vehicle Program

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**Statement of Issue:**

The Quincy Police Department continues to explore the best options to replace older police vehicles which have fallen into disrepair and are unsafe. These older vehicles in our fleet impede the Police Department being able to effectively accomplish our mission to protect and serve the citizens of Quincy.

**Background:**

The Quincy Police Department has worked extremely hard to recruit and retain the finest men and women to fill the position of police officer. Numerous vehicles in our fleet (due to age and mileage) have become undependable.

An officer recently transporting a patient to a mental health treatment facility in Tallahassee was surprised when the vehicle broke down on the return trip back to Quincy. The officer was able to limp the car back to Quincy. Another officer recently attempted to “back up” another officer on a call when his vehicle broke down in Quincy rendering him unable to aid and assist his fellow officer.

Unreliable vehicles are both an officer safety issue and a severe morale destroyer to a police force. Failing police vehicles are also a financial drain on the City of Quincy maintenance/mechanic staff as they are finding themselves routinely repairing the same police vehicles over and over not to mention the cost of

continuously replacing parts to cooling systems, air conditioners and transmissions of older Ford Crown Victorias. Also as Ford Motor Cars do not manufacture Crown Victorias any longer getting repair parts for them has become very expensive and difficult.

The police officer's car is his office away from the police department. He/she depend on the vehicle for protection and safety as they serve the public. Officers working 12 hour patrol shifts deserve to have dependable, comfortable and attractive vehicles to operate and represent the City of Quincy appropriately.

In fiscal year 2019 The City of Quincy budgeted and purchased two (2) police SUVs for QPD at a cost of \$90,000. The Quincy Police Department along with most other law enforcement agencies are looking for ways to stretch government tax dollars as far as possible and get "the biggest bang for the buck".

In fiscal year 2020 The Quincy Police Department is seeking authorization to lease six (6) vehicles (4 for patrol, 2 for CID and Admin) at a cost of \$57,198.48 per year.

4 Ford Police Interceptor Utility SUVs

2 GMC 1500 trucks

To increase equity for the City of Quincy the police department will be trading in the 6 oldest and high mileage vehicles.

The funding for these vehicles was included in the vetting and approval process of the City's FY2020 budget for the Police Department.

**Conclusion:**

The safety of our police officers is the first and foremost concern of the Administration of the City of Quincy. Providing safe, comfortable and attractive police vehicles is a requirement for protecting, recruiting and retaining police officers today in an extremely competitive police job market.

The Quincy Police Department would like to one day offer a "take home" vehicle program for our officers. While The City of Quincy is not able to offer a "take home" vehicle for each of our officers at this time we would like to provide our

officers with a safe, dependable and decent fleet which our citizens can be proud of.

**Options:**

Option 1: Authorize the City of Quincy to enter into a fleet lease agreement with Enterprise Fleet Management to obtain 6 police vehicles at an annual cost of \$57,198.48 per year.

Option 2: Provide Direction

**Staff Recommendation:**

Option 1

**Attachments:**

Master Equity Lease Agreement

Government Credit Application – Fleet Management

Consignment Auction Agreement

Maintenance Agreement

Open-End (Equity) Lease Rate Quote (GMC truck)

Open-End (Equity) Lease Rate Quote (Ford Police Interceptor Utility)



## 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

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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

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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: \_\_\_\_\_, \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

## GOVERNMENT CREDIT APPLICATION – FLEET MANAGEMENT

This information is for the use of our Fleet Management Department only and is held in strict confidence.  
Please complete all applicable items.

Company Name			Years in Business	
Street Address		City		State
Zip				
Phone #	Fax #	Government Entity Type: State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Other:		
Type of Business		Duns Number		
Parent Company or Affiliates: (Name & Address)				
Fleet Manager				

### GOVERNMENT ENTITY OFFICERS

Name	Title	Yrs./Position	Home Address	Business email address

### FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Accountant's Name	Address	Phone #
ENCLOSING WITH APPLICATION		
Financial Statements (with footnotes) <input type="checkbox"/> Audited <input type="checkbox"/> Opinioned <input type="checkbox"/> Internal		
Published Annual Reports <input type="checkbox"/> Yes <input type="checkbox"/> No		
Income Tax Returns (3 years) <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Items Included:		
Federal ID Number:		
Fiscal Year Start (Month):		



Company Name \_\_\_\_\_

BANKING INFORMATION	
Bank Name	Account #
Address	
Approximate Average Daily Balance	
Loan/Credit Line	Account #
Bank Contact	Phone #

PRINCIPAL SUPPLIERS					
Name	Phone #	Fax #	High Credit	Contact Name	Doing Bus. Since

CURRENT VEHICLE SUPPLIER					
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance					
Leasing Supplier	Phone #	Fax #	Acct #	# of Vehicles	
Financing Source	Phone #	Fax #	Acct #	# of Vehicles	

INSURANCE					
Company	Agent		Policy #	Exp. Date	
Address			City	ST	Zip
Phone #		Fax #			

I authorize Enterprise Fleet Management to investigate and verify the preceding information in connection with the establishment, maintenance and collection of our account.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AUTHORIZED SIGNATURE CERTIFICATE**

The undersigned hereby certifies (i) that he 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:

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

**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 \$200.00 ("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 \_\_\_\_\_



Prepared For: City of Quincy

Date 10/03/2019

AE/AM TLL

Unit #

Year 2020 Make GMC Model Sierra 1500

Series SLE 4x2 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type Ordered Term 7 State FL Customer# 589121

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

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and various reductions.

Order Information

Table with 2 columns: Field Name and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

\$ 583.35 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment with Liability Limit \$0.00.

Table with 2 columns: Amount and Description. Includes Physical Damage Management.

Comp/Coll Deductible 0 / 0

Table with 2 columns: Amount and Description. Includes Full Maintenance Program and Contract Miles.

OverMileage Charge \$ 0.00 Per Mile

# Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

Table with 2 columns: Amount and Description. Includes Sales Tax 7.5000%.

State FL

\$ 583.35 Total Monthly Rental Including Additional Services

Table with 2 columns: Amount and Description. Includes Reduced Book Value at 7 Months.

Table with 2 columns: Amount and Description. Includes Service Charge Due at Lease Termination.

Quote based on estimated annual mileage of 10,000 (Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Quincy

Table with 3 columns: BY, TITLE, DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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



**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Estimate for lights, tint, radio, power box	C	\$ 2,400.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 2,400.00
<b>Aftermarket Equipment Total</b>		\$ 2,400.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 260.00
<b>Other Charges Total</b>		\$ 260.00

**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Quincy ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated \_\_\_\_\_, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2020	GMC	Sierra 1500	4362870

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_\_

Enterprise FM Trust (Lessor)

City of Quincy ("Lessee")

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

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

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

**VEHICLE INFORMATION:**

2020 GMC Sierra 1500 SLE 4x2 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: TC10543

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 37,747.80	\$ 40,200.00
Total Options	\$ 644.75	\$ 710.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
<b>Total Price</b>	<b>\$ 39,987.55</b>	<b>\$ 42,505.00</b>

**SELECTED COLOR:**

Exterior: -

Interior: -

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
3SA	Preferred Equipment Group 3SA	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
ACCESS	GMC Connected Access Capable	Included	Included
AE7	Front 40/20/40 Split-Bench Seat	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
C4P	Single-Zone Manual/Semi-Automatic Air Conditioning	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Spray-On Pickup Bed Liner w/GMC Logo	\$ 495.95	\$ 545.00
COMP	Compass	Included	Included
GRILLE	Chrome Grille	Included	Included
GU6_	3.42 Rear Axle Ratio	Included	Included
IOR	Radio: GMC Infotainment Audio System	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: 2.7L Turbo	Included	Included
MQE	Transmission: 8-Speed Automatic	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
Q5U	Wheels: 17" x 8" Bright Silver Painted Aluminum	Included	Included
QBN	Tires: 255/70R17 AS BW	Included	Included
R9Y	Fleet Free Maintenance Credit	\$ -42.30	\$ -45.00
RIA	All-Weather Floor Liner (LPO)	\$ 191.10	\$ 210.00
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Cloth Seat Trim	STD	STD
UE1	OnStar & GMC Connected Services Capable	Included	Included
UK3	Steering Wheel Audio Controls	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VV4	4G LTE Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

## **CONFIGURED FEATURES:**

### Body Exterior Features:

- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: body-coloured
- Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- Fender Flares: black fender flares
- Grille: chrome grille

### Convenience Features:

- Air Conditioning: manual air conditioning
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

- radio: AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 12 speakers
- Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off aero-composite LED low/high beam headlamps
- Auto-levelling Headlights: auto-leveling headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog display
- Tachometer: tachometer
- Voltmeter: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer



Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
Brake Pad Wear: brake pad wear

#### Safety And Security:

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

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: vinyl door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Cabbback Insulator: cabbback insulator  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob

LeatherSteeringWheel: leather/metal-look steering wheel

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

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



Prepared For: City of Quincy

Date 10/03/2019
AE/AM TLL

Unit #

Year 2020 Make Ford Model Police Interceptor Utility

Series Base All-wheel Drive

Vehicle Order Type Ordered Term 48 State FL Customer# 589121

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and other charges.

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

Order Information

Table with Order Information details: Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Summary table showing Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Commercial Automobile Liability Enrollment
Liability Limit \$0.00

Physical Damage Management

Comp/Coll Deductible 0 / 0

Full Maintenance Program Contract Miles
Incl: # Brake Sets (1 set = 1 Axle)

OverMileage Charge \$ 0.00 Per Mile

# Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

Sales Tax 7.5000%

State FL

Total Monthly Rental Including Additional Services

Reduced Book Value at 48 Months

Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Quincy

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Pursuit Package per DANA quote 282668	C	\$ 8,605.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 8,605.00
<b>Aftermarket Equipment Total</b>		\$ 8,605.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 260.00
<b>Other Charges Total</b>		\$ 260.00

**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Quincy ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated \_\_\_\_\_, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2020	Ford	Police Interceptor Utility	4362871

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

City of Quincy ("Lessee")

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

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

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





**VEHICLE INFORMATION:**

2020 Ford Police Interceptor Utility Base All-wheel Drive - US  
Series ID: K8A

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$ 39,396.00	\$ 40,615.00
Total Options	\$ -2,049.00	\$ -2,180.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
<b>Total Price</b>	<b>\$ 38,542.00</b>	<b>\$ 39,630.00</b>

**SELECTED COLOR:**

Exterior: -  
Interior: -

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
113WB	113" Wheelbase	STD	STD
425	50 State Emission System	STD	STD
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51R	Driver Only LED Spot Lamp (Unity)	\$ 371.00	\$ 395.00
52P	Hidden Door-Lock Plunger	\$ 151.00	\$ 160.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$ 319.00	\$ 340.00
76R	Reverse Sensing System	\$ 258.00	\$ 275.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
153	Front License Plate Bracket	NC	NC
593	Perimeter Anti-Theft Alarm	\$ 113.00	\$ 120.00
86T	Tail Lamp/Police Interceptor Housing Only	\$ 57.00	\$ 60.00
87R	Rear View Camera	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$ -3,318.00	\$ -3,530.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
VIEW	Electrochromic Rear View Mirror	Included	Included

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Tow Hooks: 1 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
: class III trailering with hitch  
Body Side Cladding: body-coloured bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: Ford Fleet Telematics internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Front Windshield Visor Strip: front windshield visor strip  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Security System: security system  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Rear Seat Type: rear 35-30-35 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Leather Upholstery: cloth front seat upholstery  
Rear Seat Material: vinyl rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Cargo Tray: cargo tray/organizer



Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** October 22, 2019

**DATE OF REQUEST:** October 17, 2019

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Jack L. McLean Jr., City Manager  
Robin Ryals, Utilities Director

**SUBJECT:** Circle Drive Lift Station On-Site Generator Installation

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**Statement of Issue:**

The information provided herein concerns approving an engineering services work order to begin the project of upgrading the lift station at Circle Drive which is the first item on the FDEP Consent Order No. 18-0059.

**Background:**

After being placed under a Consent Order by FDEP back in March of 2018, City staff began a planning effort to accomplish the goals as established in the consent order. But as we were to begin moving forward with those plans, our area was hit by Hurricane Michael and our attention turned quickly to reconstructing a badly damaged electrical system. Other efforts were placed on hold as most of the City funds were diverted to the reconstruction. The devastation that we encountered put all of our timetables back by as much as a year behind.

The Circle Drive Lift Station rehab which was an issue included in the consent order because of undependable power supply and the fact that this is one our most heavily depended on station within our sewer collection system. The remedy for this issue was determined and agreed to by the City/FDEP was to place a standalone natural gas generator which will eliminate a loss of power at the site. The loss of power at the station was the issue that caused overflow situations during 2016 and 2017 and got it on the consent order.

Within the last couple of months, the City has applied for and received approval on a Department of Economic Opportunity grant for \$75,000 earmarked for this project. Prior to this, we had two engineering firms currently on continuing services contracts of which staff contacted to send proposals concerning performing the design on this project. Dewberry sent a letter thanking us for the opportunity but declining based on the prior

knowledge of the situation of Mott McDonald. Mott McDonald submitted a proposal for the project and were selected by staff to perform the design.(also Mott McDonald assisted on the application process for the grant) Both responses are included herein for you review.

**Staff Recommendation:**

Enclosed in your agenda packet is a copy of the Work Order for Design of Upgrade for the Circle Drive Lift Station which will include a natural gas generator installed on site with any further upgrades to the current station including a new control panel but not limited. Any future survey work to determine 100-year flood elevations will also be determined and made a part of the project. Task Order cost is \$20,000 and does align with engineering costs reflected in the DEO grant proposal.

**Options:**

1. Vote to have the City Manager sign the Work Order for Design of Circle Dr. Lift Station Upgrade Project with Hatch Mott MacDonald.
2. Vote to direct the City Manager to follow an alternative direction as decided by the City Commission.

**Recommended Option**

**Option 1**

**Attachments:**

Work Order for Design and Surveying for the Circle Dr. Lift Station Upgrade  
Submitted Proposal Responses from Dewberry and Mott McDonald

**WORK ORDER  
DESIGN SERVICES FOR  
CIRCLE DRIVE PUMP STATION**

This Work Order is issued between **CITY OF QUINCY** (OWNER) and **MOTT MacDONALD FLORIDA, LLC**, (ENGINEER) pursuant to the Agreement for Professional Engineering Services between the parties dated March 8th, 2016 and subject to all the terms and conditions thereof.

**SCOPE OF WORK TO BE PERFORMED**

The ENGINEER is hereby requested to perform the following services (the "Work"):

Engineering Services required for the design of a backup generator at the Circle Drive pump station.

The services to be provided are shown in the attached Exhibit A.

**COMPENSATION**

The ENGINEER shall be compensated as follows:

Our proposal to provide the services outlined above is \$20,000

Invoices will be prepared and submitted monthly indicating a percent complete for each task.

**AUTHORIZATION**

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the OWNER.

ACCEPTED BY OWNER:

CITY OF QUINCY

Dated: \_\_\_\_\_

By \_\_\_\_\_

Jack McLean  
City Manager

ACCEPTED BY ENGINEER:

MOTT MACDONALD FLORIDA, LLC

Dated: \_\_\_\_\_

By \_\_\_\_\_

Billy Perry  
Senior Vice President

**EXHIBIT A  
DESCRIPTION OF TASKS  
UPGRADE TO CIRCLE DRIVE PUMP STATION**

The scope of this work includes the engineering services for the upgrade of the City of Quincy's Circle Drive pump station. The scope of work will include the following:

**Task 1: Design Services**

1. Survey of the existing pump station site.
2. Verification of the existing 100 yr floodplain at the site.
3. Sizing of a natural gas generator to support the pump station's (2) 7.5 hp pumps. (The City shall insure an adequately sized natural gas service line is available to support generator demands.)
4. Structural design of a concrete slab for the generator. Generator shall be a minimum of 1' above the 100 yr floodplain.
5. Electrical design shall connect the generator to the existing electrical panel. Generator shall utilize an automatic transfer switch.

**Task 2: Bidding Services**

1. Development of bid documents.
2. Assistance in advertising, receiving and reviewing bids. A letter of Recommendation of Award shall be prepared and submitted to the City.

**M**  
**M**  
MOTT  
MACDONALD

# Quincy Consent Order Funding Assistance

August 30, 2019





**Re: Quincy Consent Order Funding Assistance**

Mott MacDonald  
1545 Raymond Diehl  
Road Suite 200  
Tallahassee, FL 32308  
mottmac.com

Dear Mr. Cox,

Thank you for the opportunity to provide a proposal for assisting the City of Quincy with securing funding to address the FDEP Consent Order No. 18-0059.

The request in the RFP was for proposals for engineering services to:

- Assist City Staff in completing the HMGP Application for funds to put toward completing our obligations to FDEP concerning the above mentioned consent order.
- To address each task in response to meeting the goals that are set forth along with engineering costs associated with each even if it is only "a not to exceed" number.

City of Quincy  
Utilities Department  
423 West Washington St  
Quincy, FL 32351

As you are aware, Mott MacDonald was integral in the assisting the City with revising the draft Consent Order from a broad, unattainable version to its current form. We compiled the collective knowledge of City staff and Mott MacDonald's 40 plus years of working with the City to develop achievable steps as outlined in the Compliance Schedule of the Consent Order. There was no cost to the City for this work, evidence of Mott MacDonald's commitment to assisting the City in meeting its regulatory compliance goals.

The RFP was specific to the Hazard Mitigation Grant Program (HMGP) however, after several discussions with yourself and City staff, it has become evident that funding options beyond the HMGP exist. Utilizing these alternative funding streams along with the HMGP is being discussed as a more holistic approach to accomplishing the Consent Order goals in addition to meeting the capital/operation needs of the City.

This proposal outlines the projects Mott MacDonald has knowledge of and recommends a path forward which will help the City maximize grant funding for implementing the projects.

We look forward to working with you on this project and are eager to begin at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael J. Jago'.

Senior Project Manager



## Background

The City has needs in several areas including both drinking water and wastewater. **Table 1** compiles a list of the projects Mott MacDonald is aware of.

Table 1

### Drinking Water and Wastewater Projects

Project	Purpose	Required by Consent Order	0-2 year Need	2-5 year Need	Long Term Need
Portable Generator	In-kind project required to avoid fine outlined in Consent Order	Yes	X		
Retrofit 8 pump stations for portable generator	Provide quick connection points at each pump for the portable generator	No	X		
Portable Pump and retrofit pump stations with quick connect	Provide a portable pump which could be utilized at any pump station should power or pumps fail. Each pump station would be retrofit to allow quick connection.	No		X	
Circle Drive Pump Station Upgrade	Provide a permanent backup generator to avoid reoccurring power outages	Yes	X		
WWTP Effluent Pump Station Upgrade	Add secondary sensor to provide signal for pumps to activate if first sensor fails	Yes	X		
Virginia Street Pump Station Upgrade	Provide a permanent backup generator to avoid reoccurring power outages and replace failing 25 hp pump	Yes		X	
Complete Recommended Repairs from Smoke Testing 2016 Summary Report	Complete the 746 recommendations from the smoke testing project.	Yes		X	
Virginia Street Pump Station Collection System Improvements	CCTV portions of the collection system to constructed of vitrified clay pipe. Produce report and repair as necessary.	Yes		X	
Convert Magnolia Forest subdivision to public sewer	Magnolia Forest subdivision has approximately 135 lots with septic systems. This project would provide public sewer to the neighborhood.	No			X
New 0.65 MGD WWTP south of Quincy near I-10/CR 267 interchange	Inflow and infiltration causes disruptions at the existing plant. Flows from the GF&A trunkline would be routed to the new WWTP alleviating excess flows at the existing WWTP.	No		X	
Rehabilitate/Replace GF&A trunkline	The GF&A trunkline is past its useful life and needs replacing or lining in addition to manholes being raised. It is a critical component of the collection system and is often submerged in floodwaters.	No		X	
New Sprayfield for WWTP effluent	The WWTP currently discharges to Quincy Creek. FDEP is continuously modifying permits to remove the option of discharging to surface waters due to the discharge of nutrients into the water. A new sprayfield would eliminate the introduction of nutrients into Quincy Creek.	No			X
Rehabilitate Well #9	Well 9 is an 8" well located at the wellfield. The City has historically utilized this well to meet supply demands however, since Well 9 is nonfunctional the City is relying upon the remaining wells for its water supply. Should another well fail, the City would be challenged to meet the water supply demands.	No		X	

In order to meet the goals of the City which includes addressing the Consent Order projects in a timely manner, several funding sources may be explored and utilized.

### 1. Hazard Mitigation Grant Program

The Hazard Mitigation Grant Program is a reoccurring funding source distributed to Gadsden County. The funding requires a 25% match and is highly competitive. It is likely the City can secure a portion of the funds for projects however the guarantee of funding for time sensitive projects is unreliable.

### 2. FDEP State Revolving Fund

The FDEP is annually allocated State Revolving Funds (SRF) specifically targeted at assisting communities with implementing water/wastewater projects. There are two funds available: Drinking Water and Clean Water. The Drinking Water SRF is available for assisting with water supply and distribution projects while the Clean Water SRF is targeted at wastewater treatment and collection projects. Both funds are stable sources of funding which can be relied upon for strategically planned implementation. For Quincy, the funds require a 20% match. The match can be rolled into a loan with an extremely low interest rate.

### 3. United States Department of Agriculture

The USDA offers funding assistance for both water and wastewater projects. The USDA loans are less predictable than SRF loans however may be utilized for projects when appropriate. USDA requires approximately 50% match.

### 4. Community Development Block Grant

The City has utilized CDBG funding for many years. Based upon conversations with staff it is not anticipated that CDBG funds will be directed to the proposed water/wastewater projects however, it should be noted infrastructure improvement projects are eligible for CDBG funding if the project meets the CDBG geographic/demographic criteria.

**Table 2** identifies the projects along with the potential funding sources for each. Note, CDBG funding was not included in the table but may be available should the City decide to explore that option.

Table 2  
Drinking Water and Wastewater Projects Potential Funding Sources

Project	Estimated Project Cost	HMGP	SRF Clean Water	SRF Drinking Water	USDA
Portable Generator	\$8,000	X			
Retrofit 8 pump stations for portable generator	\$30,000	X			
Portable Pump and retrofit pump stations with quick connect	\$200,000	X	X		
Circle Drive Pump Station Upgrade	\$55,000	X	X		
WWTP Effluent Pump Station Upgrade	NA	X	X		
Virginia Street Pump Station Upgrade	\$80,000	X	X		
Complete Recommended Repairs from Smoke Testing 2016 Summary Report	\$100,000	X	X		
Virginia Street Pump Station Collection System Improvements	\$695,500	X	X		X
Convert Magnolia Forest subdivision to public sewer	\$1,169,273*	X	X		X
New 0.65 MGD WWTP south of Quincy near I- 10/CR 267 Interchange	\$5,755,000*	X	X		X
Rehabilitate/Replace GF&A trunkline	NA	X	X		X
New Sprayfield for WWTP effluent	\$4,744,431*	X	X		X
Rehabilitate Well #9	NA	X		X	

\* Construction Costs from 2012 WW Facilities Plan

## HMGP Application

It is our understanding that Gadsden County is estimated to receive approximately \$7 million through FEMA for the Hazard Mitigation Grant Program. The City submitted a list of projects to the County which were then ranked by the reviewing committee. The Virginia Street Pump Station Collection System Improvements project ranked 4th in the initial prioritization. This proposal is for Mott MacDonald to assist the City in completing the HMGP application for this project. Mott MacDonald will not expect any compensation from the City for this effort.

## Additional Considerations

### Design Costs

The RFP included a request for an estimate of the design costs for each project. Unfortunately, the Consultants Competitive Negotiation Act (CCNA) prohibits engineers from providing costs during the selection process and therefore no design costs are included in this proposal. However, it can be noted that for general planning and budgeting purposes it is common throughout the industry for the engineering costs associated with design and services during construction to be approximately 15% of the estimated construction costs.

### Updating Planning Documents

Both SRF and USDA require planning documents which outline the proposed projects, provide alternatives analysis, costs estimates and set forth a plan of action in order to be eligible for design and construction funding. It is recommended the City work with Mott MacDonald to update or produce these planning documents and develop a funding strategy designed to maximize the projects the City can undertake over the next few years.

Thank you for the opportunity to be of service to the City of Quincy and we look forward to working alongside you in achieving the goals of addressing the Consent Order and implementing other projects important to the City's growth and stability.





Dewberry Engineers Inc. | 850.674.3300  
20684 Central Avenue East | 850.644.3330 fax  
Blountstown, FL 32424 | www.dewberry.com

August 28, 2019

Mo Cox, Asst. Director of Utilities  
City of Quincy  
404 West Jefferson Street  
Quincy, FL 32351

RE: Consent Order HMGP Proposal Request

Dear Mr. Cox:

It is our understanding that the City has requested proposals from our firm as well as Mott MacDonald to prepare Hazard Mitigation Grant Program applications to address deficiencies associated with the current wastewater Consent Order. As you know, Mott MacDonald has done the majority of the work associated with the consent order and the necessary improvements required by that agreement. For that reason we believe that they are uniquely qualified to assist the City in this matter. We value our relationship with the City of Quincy and look forward to completing many more projects into the future, however, at this time we would like to defer this project to Mott MacDonald and their team.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Ford", written over a light blue horizontal line.

Justin Ford, P.E.  
Senior Associate

## Mo Cox

**From:** Ford, Justin <JFord@Dewberry.com>  
**Sent:** Wednesday, August 28, 2019 10:34 AM  
**To:** Mo Cox  
**Cc:** Chester, Matthew  
**Subject:** RE: Hazard Mitigation Grant / Consent Order No. 18-0059  
**Attachments:** Cox 8 28 19.pdf

Mo,

Please see the attached letter per our conversation. We appreciate the opportunity. Hopefully we can help with the next one.

**Justin Ford, P.E.**  
Senior Associate  
Dewberry  
20684 Central Ave East  
Blountstown, FL 32424  
850-814-3907 Cell  
850-674-3300 Office  
[www.dewberry.com](http://www.dewberry.com)

**From:** Mo Cox [mailto:MCox@myquincy.net]  
**Sent:** Wednesday, August 21, 2019 1:20 PM  
**To:** Ford, Justin <JFord@Dewberry.com>; Layne, Michael S <Michael.Layne@mottmac.com>  
**Cc:** Robin Ryals <rryals@myquincy.net>; Jack McLean <jmclean@myquincy.net>; Marcia G. Carty <mcarty@myquincy.net>; Beverly Nash <Bnash@myquincy.net>  
**Subject:** Hazard Mitigation Grant / Consent Order No. 18-0059

[CAUTION] External Email. Do NOT click links or open attachments unless expected. Please use the "Phish Alert" button to report all suspicious emails.

Gentlemen.

The City of Quincy is requesting from your firms an engineering proposal to:

- Assist City Staff to complete the HMGP Application for funds to put toward completing our obligations to FDEP concerning the above mentioned consent order. A copy of the grant application is provided here for your use.
- Also provided above are the signed consent order with FDEP, the specific cost estimates for each designated task within the consent decree, and a copy of the outline for the in-kind portion of the order which is first on the list. This proposal needs to address each task in response to meeting the goals that are set forth along with engineering costs associated with each even if it is only "a not to exceed" number.

The City is requesting that these proposals for service will be expected no later than August 30<sup>th</sup>, 2019 at 12:00pm at the Utilities Department at 423 West Washington Street. We fully realize that this request is being asked for on short notice but these funds are only being offered during a small window of time. Both of your firms are currently under a continuing service agreement with the City and the City prefers to work with one of you for this project.

Doctor Nash above and myself are available to answer any questions that you may have and we are willing to assist you in gaining access to other material that you may need to complete this request. Your response to this request for proposal is very important to us and we will help you in any way we can.

Thank you for your attention to this matter.

**Mo Cox**  
**Asst. Director of Utilities**  
**City of Quincy**  
**Off.- 850.618.0040x1959**  
**Cell- 850.408.0540**  
[Email-mcox@myquincy.net](mailto:Email-mcox@myquincy.net)

Visit Dewberry's website at [www.dewberry.com](http://www.dewberry.com) If you've received this email even though it's intended for someone else, then please delete the email, don't share its contents with others, and don't read its attachments. Thank you.



**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: October 16, 2019

Date Submitted: October 22, 2019

To: Honorable Mayor and Members of the Commission

From: Jack L. McLean Jr., City Manager  
Reggie Bell, Public Works Director

Subject: Paving of Additional Alternative Streets During MLK Blvd Paving Project

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**Statement of Issue:**

This agenda item is requesting approval by the Commission to pave additional alternative streets during the MLK Blvd Paving Project that have been identify.

**Background:**

The Commission has identified streets that are in poor condition and in need of paving. Staff evaluated the suggested streets and reported that they are unpaved and in poor condition. The budgeted amount for milling and paving of the additional alternative streets is \$150,000.

**Analysis:**

Occasionally it is necessary to make improvements to our city streets in order to maintain a safe environment for our local residents and to avoid spending an excessive amount of funds on repairs. The City requested a proposal from C.W. Roberts Contracting, Inc. who will currently be milling and paving Martin Luther King Blvd. Due to the fact that the equipment needed to pave the additional streets will already be available and in used for the MLK Blvd Project, we will be able to complete the paving of Kent Street, Station Street, Mainline Drive and MLK Track Field. The proposal received from C.W. Roberts for milling and paving the alternative streets and track field was quoted for \$146,309.

**Options:**

Option 1: Vote to approve the proposal for \$146,309 for milling and paving the additional alternative streets that the Commission has identified.

Option 2: Provide Direction.

**Staff Recommendation:**

Option 1: Vote to approve the proposal for \$146,309 for milling and paving the additional alternative streets that the Commission has identified.

**Attachment(s):**

- C.W. Roberts Contracting, Inc. Proposal

# QUOTE PROPOSAL



## C.W. ROBERTS CONTRACTING, INC

3372 Capital Circle NE  
Tallahassee, Florida 32308

Contact: Chris Lewis  
Phone: 850-385-5060  
Fax: 850-385-5420

Quote To: City of Quincy

Job Name: MLK East Alternates

Phone:

FPN:

Fax:

Date of Plans:

Revision Date:

Quote Revision:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>STATION STREET</b>					
60	MOBILIZATION	1.00	LS	5,000.00	5,000.00
70	MAINTENANCE OF TRAFFIC	1.00	LS	800.00	800.00
80	RECLAIM ROADBASE (4" AVG DEPTH)	1,750.00	SY	3.70	6,475.00
90	SPREAD AND FINISH MILLINGS (4" THICK)	1,750.00	SY	4.90	8,575.00
100	ASPHALT LAYDOWN SP-12.5MM (52-28) 2" THICK	193.00	TN	106.00	20,458.00
<b>STATION STREET COST</b>					<b>\$41,308.00</b>
<b>KENT STREET</b>					
110	MOBILIZATION	1.00	LS	5,000.00	5,000.00
120	MAINTENANCE OF TRAFFIC	1.00	LS	800.00	800.00
130	RECLAIM ROADBASE (4" AVG DEPTH)	725.00	SY	3.70	2,682.50
140	SPREAD AND FINISH MILLINGS (4" THICK)	725.00	SY	4.90	3,552.50
150	ASPHALT LAYDOWN SP-12.5MM (52-28) 2" THICK	80.00	TN	106.00	8,480.00
<b>KENT STREET COST</b>					<b>\$20,515.00</b>
<b>MAINLINE DR</b>					
160	MOBILIZATION	1.00	LS	5,000.00	5,000.00
170	MAINTENANCE OF TRAFFIC	1.00	LS	800.00	800.00
180	RECLAIM ROADBASE (4" AVG DEPTH)	750.00	SY	3.70	2,775.00
190	SPREAD AND FINISH MILLINGS (4" THICK)	750.00	SY	4.90	3,675.00
200	ASPHALT LAYDOWN SP-12.5MM (52-28) 2" THICK	83.00	TN	106.00	8,798.00
<b>MAINLINE DR COST</b>					<b>\$21,048.00</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>MLK TRACK</b>					
210	ROADWAY PREPARATION	1.00	LS	3,100.00	3,100.00
220	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	600.00	TN	80.00	48,000.00
230	THERMOPLASTIC STANDARD, WHITE, SOLID 6"	2.27	GM	3,900.00	8,853.00
240	PERFORMANCE SOD	850.00	SY	4.10	3,485.00
<b>MLK TRACK</b>					<b>\$63,438.00</b>
<b>GRAND TOTAL</b>					<b>\$146,309.00</b>

**NOTES:**

1. Bond is not included. Add 2% if needed.
2. City of Quincy to furnish all base material. CWR will load out of milling stockpile from MLK Resurfacing Project.
3. Asphalt to be placed in one lift.
5. Proposal is for daytime operations M-F.
6. All quantities are estimated. Final billing will be based off of field reports and truck tickets.
7. CWR is not responsible for any utility conflicts.
8. Any unforeseen conditions not included in this proposal will be quoted by CWR and negotiated between contractor and owner.
9. Contract time for MLK Resurfacing is separate from the work quoted above.
10. Grassing is only included with MLK Track.
11. This proposal is valid for thirty (30) days from the date hereof (10/18/2019); however it may be accepted at any later date at the sole discretion of CWR.





# CITYWIDE Annual Cleanup

November 12-25 | 2019

The City of Quincy will conduct a citywide annual cleanup. This year the cleanup will start on November 12, 2019 and run through November 25, 2019. The City of Quincy offers this annual event to assist residents in disposing of unwanted items that are not typically collected with weekly residential service. The mission of this event is to remove unwanted trash from around the **city's streets, parks and neighborhoods**. Everyone loves a clean city, including our visitors. During these weeks, **City residences** are asked to take unwanted items to the streets to return our city to its natural beauty, truly making this a citywide event.

City residents may dispose of bulky or large items, appliances, and unwanted tires by placing them on the right-a-way of the street at the **City customers' location residence** for pick up by Public Works. Residents are urged not to overload bags and containers beyond their ability to manage.

## Southside Pick-ups

November 12-18 | 2019

## Northside Pick-ups

November 19-25 | 2019



As always, residents are asked for their patience during the citywide cleanup process. For more information, please call Public Works Department at 850.618.0035.