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**THE CITY OF ROCHELLE**  
Ogle County, Illinois

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE  
AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR A 2023 FORD F-150  
FOR THE ELECTRIC DEPARTMENT**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606

**RESOLUTION NO. \_\_\_\_\_**  
**Date Passed: November 14, 2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE  
AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR A 2023 FORD F-150  
FOR THE ELECTRIC DEPARTMENT**

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

**WHEREAS**, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, the City of Rochelle operates an electrical utility through the Rochelle Municipal Utilities (“RMU”), one of its departments; and

**WHEREAS**, RMU need to lease new trucks through the previously approved Enterprise Fleet Management Leasing program; and

**WHEREAS**, the RMU has selected a lease of a 2023 Ford F-150 for the Electric Department at a monthly rate of \$982.12 for 60 months; and

**WHEREAS**, the City Council previously approved the lease of a truck for the RMU Electric Department in December of 2020, but the original order was cancelled due to complications from the Covid-19 pandemic; and

**WHEREAS**, this truck will serve as a replacement for the truck that was not delivered; and

**WHEREAS**, the Mayor and City Council after consideration, find that it is in the best interests of the residents of the City of Rochelle to authorize the City Manager to execute a Lease Agreement with Enterprise Fleet Management for a 2023 Ford F-150 for the Electric Department, at a monthly rate of \$982.12 for a period of 60 months, per the quote attached hereto as Exhibit 1; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS**, as follows:

SECTION ONE: The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Resolution as if fully set forth in this Section One.

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby to authorize the City Manager to execute a Lease Agreement with Enterprise Fleet Management for a 2023 Ford F-150 for the Electric Department, at a monthly rate of \$982.12 for a period of 60 months, per the quote attached hereto as Exhibit 1, and the City Manager is hereby authorized to execute any additional documents necessary to memorialize said lease, subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed by Resolution in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 14th day of November, 2022.

AYES:

NAYS:

ABSENT:

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MAYOR

ATTEST:

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CITY CLERK

## Exhibit 1



**FLEET  
MANAGEMENT**

### Open-End (Equity) Lease Rate Quote

Quote No: 6845030

Prepared For: City of Rochelle, IL Fiegenschuh, Jeff		Date 11/08/2022 AE/AM J01/LST
Unit #		
Year	2023	Make Ford Model F-150
Series	XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB	
Vehicle Order Type	In-Stock	Term 60 State IL Customer# 584527
\$ 55,046.16	Capitalized Price of Vehicle <sup>1</sup>	
\$ 0.00	*	License and Certain Other Charges State <u>IL</u>
\$ 251.00	*	Initial License Fee
\$ 0.00	Registration Fee	
\$ 0.00	Other: (See Page 2)	
\$ 0.00	Capitalized Price Reduction	
\$ 0.00	Tax on Capitalized Price Reduction	
\$ 0.00	Gain Applied From Prior Unit	
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive ( Taxable Incentive Total : \$0.00 )
\$ 55,046.16	Total Capitalized Amount (Delivered Price)	
\$ 688.08	Depreciation Reserve @ <u>1.2500%</u>	
\$ 258.62	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>	
\$ 946.70	Total Monthly Rental Excluding Additional Services	
Additional Fleet Management		
Master Policy Enrollment Fees		
\$ 0.00	Commercial Automobile Liability Enrollment	
	Liability Limit <u>\$0.00</u>	
\$ 0.00	Physical Damage Management	Comp/Coll Deductible <u>0 / 0</u>
\$ 35.42	Full Maintenance Program <sup>3</sup> Contract Miles <u>25,000</u>	OverMileage Charge <u>\$ 0.0450</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u> Loaner Vehicle Not Included
\$ 35.42	Additional Services SubTotal	
\$ 0.00	Use Tax <u>0.0000%</u>	State
\$ 982.12	Total Monthly Rental Including Additional Services	
\$ 13,761.36	Reduced Book Value at <u>60</u> Months	
\$ 400.00	Service Charge Due at Lease Termination	

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

#### Order Information

**Driver Name** TBD  
**Exterior Color** (0 P) Oxford White  
**Interior Color** (0 I) Black w/Unique Sport Cloth 40/20/40 Fro  
**Lic. Plate Type** Unknown  
**GVWR** 0

Quote based on estimated annual mileage of 5,000  
 (Current market and vehicle conditions may also affect value of vehicle)  
 (Quote is Subject to Customer's Credit Approval)  
 Notes

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

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

Lessee hereby authorizes this vehicle order, 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 certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Rochelle, IL

**BY**

**TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> 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, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

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

<sup>3</sup> 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.



STATE OF ILLINOIS       )  
                                      )  
COUNTY OF OGLE       )       SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR A 2023 FORD F-150 FOR THE ELECTRIC DEPARTMENT,” which was adopted by the Mayor and City Council of the City of Rochelle on November 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14<sup>th</sup> day of November, 2022.

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CITY CLERK