
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO.

**A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET
MANAGEMENT FOR A 2023 FORD TRANSIT WAGON**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

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

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RESOLUTION NO. ____

**RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET
MANAGEMENT FOR A 2023 FORD TRANSIT WAGON**

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 ("City"), 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 operates the water reclamation department through the Rochelle Municipal Utilities ("RMU"), one of its departments; and

WHEREAS, RMU has been waiting since Fall of 2022 to receive a Ford Transit Wagon from the enterprise program, as the vehicle is needed for the newly created pretreatment lab tech position; and

WHEREAS, a comparable model has recently become available for a monthly rate of \$1,028.23 for 48 months (quote attached herein as Exhibit A); and

WHEREAS, RMU does not anticipate the original Ford Transit Wagon will be available in the foreseeable future and the reclamation department cannot continue to wait indefinitely for an additional vehicle; and

WHEREAS, this vehicle is necessary for the operation of the RMU Reclamation Department; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to authorize a Lease Agreement with Enterprise Fleet Management for a 2023 Ford Transit Wagon for a period of 48 months.

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

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby to authorize a Lease Agreement with Enterprise Fleet Management for a 2023 Ford Transit Wagon, at a monthly rate of \$1,028.23 for a period of 48 months, (quote attached herein as Exhibit A), and the City Manager or his designee 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.

APPROVED THIS 28th day of August 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



**FLEET
MANAGEMENT**

Open-End (Equity) Lease Rate Quote

Quote No: 7351282

Prepared For: City of Rochelle, IL Zick, Brittney		Date: 07/20/2023 AEJAM J01/DG
Unit #		
Year	2023	Make Ford
Series	XLT w/Rear Liftgate	Model Transit Connect
Vehicle Order Type	In-Stock	Term 48
		State IL
		Customer# 584527

<table style="width: 100%;"> <tr><td>\$ 41,940.11</td><td>Capitalized Price of Vehicle¹</td></tr> <tr><td>\$ 0.00</td><td>License and Certain Other Charges State IL</td></tr> <tr><td>\$ 251.00</td><td>Initial License Fee</td></tr> <tr><td>\$ 0.00</td><td>Registration Fee</td></tr> <tr><td>\$ 0.00</td><td>Other: (See Page 2)</td></tr> <tr><td>\$ 0.00</td><td>Capitalized Price Reduction</td></tr> <tr><td>\$ 0.00</td><td>Tax on Capitalized Price Reduction</td></tr> <tr><td>\$ 0.00</td><td>Gain Applied From Prior Unit</td></tr> <tr><td>\$ 0.00</td><td>* Tax on Gain On Prior</td></tr> <tr><td>\$ 0.00</td><td>* Security Deposit</td></tr> <tr><td>\$ 0.00</td><td>* Tax on Incentive (Taxable Incentive Total : \$0.00)</td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>\$ 42,191.11</td><td>Total Capitalized Amount (Delivered Price)</td></tr> <tr><td>\$ 801.63</td><td>Depreciation Reserve @ 1.9000%</td></tr> <tr><td>\$ 226.60</td><td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²</td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>\$ 1,028.23</td><td>Total Monthly Rental Excluding Additional Services</td></tr> </table>	\$ 41,940.11	Capitalized Price of Vehicle ¹	\$ 0.00	License and Certain Other Charges State IL	\$ 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)	<hr/>		\$ 42,191.11	Total Capitalized Amount (Delivered Price)	\$ 801.63	Depreciation Reserve @ 1.9000%	\$ 226.60	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²	<hr/>		\$ 1,028.23	Total Monthly Rental Excluding Additional Services	<p>All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Order Information</p> <p>Driver Name TBD</p> <p>Exterior Color (0 P) Magnetic Metallic</p> <p>Interior Color (0 I) Ebony w/Cloth Front Bucket Seats</p> <p>Lic. Plate Type Unknown</p> <p style="text-align: center;">GVWR 0</p> </div> <table style="width: 100%; margin-top: 10px;"> <tr><td>\$ 0.00</td><td>Master Policy Enrollment Fees</td></tr> <tr><td>\$ 0.00</td><td>Commercial Automobile Liability Enrollment</td></tr> <tr><td></td><td style="padding-left: 20px;">Liability Limit \$0.00</td></tr> <tr><td>\$ 0.00</td><td>Physical Damage Management</td></tr> <tr><td>\$ 0.00</td><td>Full Maintenance Program³ Contract Miles <u>0</u></td></tr> <tr><td></td><td style="padding-left: 20px;">Incl: # Brake Sets (1 set = 1 Axle) <u>0</u></td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>\$ 0.00</td><td>Additional Services SubTotal</td></tr> <tr><td>\$ 0.00</td><td>Use Tax 0.0000% State .</td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>\$ 1,028.23</td><td>Total Monthly Rental Including Additional Services</td></tr> <tr><td>\$ 3,712.87</td><td>Reduced Book Value at 48 Months</td></tr> <tr><td>\$ 400.00</td><td>Service Charge Due at Lease Termination</td></tr> </table>	\$ 0.00	Master Policy Enrollment Fees	\$ 0.00	Commercial Automobile Liability Enrollment		Liability Limit \$0.00	\$ 0.00	Physical Damage Management	\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	<hr/>		\$ 0.00	Additional Services SubTotal	\$ 0.00	Use Tax 0.0000% State .	<hr/>		\$ 1,028.23	Total Monthly Rental Including Additional Services	\$ 3,712.87	Reduced Book Value at 48 Months	\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 15,000
(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 City Manager DATE 7-23-23

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

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

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

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 160.00
Pricing Plan Delivery Charge	B	\$ 210.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 370.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2023 Ford Transit Connect XLT w/Rear Liftgate Passenger Wagon LWB - US

Series ID: E9F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,206	\$37,715.00
Total Options	\$967.00	\$1,060.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$39,068.00	\$40,670.00

SELECTED COLOR:

Exterior: J7-(0 P) Magnetic Metallic
 Interior: PB-(0 I) Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
121WB	Wheelbase: 120.6	STD	STD
19Z	Wi-Fi 4G LTE Hotspot Delete	\$-18.00	\$-20.00
210A	Order Code 210A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed SelectShift Automatic	Included	Included
58Y	Radio: SYNC 3 w/Navigation	\$451.00	\$495.00
60V	Vertical Cargo Net Kit	\$46.00	\$50.00
64F	Wheels: 16" 5-Spk Sparkle Silver-Pnted Alum Alloy	\$360.00	\$395.00
96F	Front Splash Guards/Mud Flaps	\$128.00	\$140.00
992	Engine: 2.0L GDI I-4 Gas	Included	Included
J7_02	(0 P) Magnetic Metallic	NC	NC
LSW	4-Spoke Leather-Wrapped Steering Wheel	Included	Included
P	Cloth Front Bucket Seats	Included	Included
PAINT	Monotone Paint Application	STD	STD
PB_02	(0 I) Ebony w/Cloth Front Bucket Seats	NC	NC
STDAX	3.8 Axle Ratio	Included	Included
STDGV	GVWR: 5,302 lbs	Included	Included
STDTR	Tires: 215/55R16 97H XL AS	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: sliding rear passenger doors
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated power folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Mud Flaps: front and rear mud flaps
Body Material: fully galvanized steel body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with box
Overhead Console: full overhead console with storage, conversation mirror
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 9 speakers
Internet Access: FordPass Connect 4G internet access
TV Tuner: turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers wipers

Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with delay
 Front Reading Lights: front reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel 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 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: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecurILock immobilizer
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints with tilt (driver only)
 Rear Headrest Control: 2 rear head restraints
 3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining 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
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear bucket seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row bucket seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Cargo Net: cargo net

Standard Engine:
Engine 162-hp, 2.0-liter I-4 (regular gas)

Standard Transmission:
Transmission 8-speed automatic w/ OD and PowerShift automatic

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. _____, "RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR A 2023 FORD TRANSIT WAGON," which was adopted by the Mayor and City Council of the City of Rochelle on August 28, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this day 28th of August 2023.

CITY CLERK