

CITY COUNCIL  
Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL AND HOUSING AUTHORITY

TUESDAY, JUNE 4, 2019

5:30 P.M.

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**SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA**

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

#### **ROLL CALL**

Council/Board Members

#### **PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

#### **CONFLICT OF INTEREST NOTIFICATION**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

#### **CLOSED SESSION**

Housing Authority

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor's Parcel Numbers 0173-390-160 and 0173-390-180.

Authority Negotiator: City Manager, Development Services Director

Negotiating Parties: Lewis Group of Companies

Under Negotiations: Terms and payment

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320  
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340  
SUCCESSOR AGENCY 421-7309 FAX 421-7366

City Council

2. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager.  
Employee organization: SCPOA (Suisun City Police Officers' Association)
3. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCEA (Suisun City Employees' Association).
4. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager.  
Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

**CONVENE OPEN SESSION**

Announcement of Actions Taken, if any, in Closed Session.

**ADJOURNMENT**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

*PLEASE NOTE:*

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of June 4, 2019 was posted and available for review, in compliance with the Brown Act.



CITY COUNCIL  
Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

### SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY

TUESDAY, JUNE 4, 2019

7:00 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 761)

(Next City Council Res. No. 2019 – 49)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 05)

(Next Housing Authority Res. No. HA2019 – 05)

#### **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

#### **PUBLIC COMMENT**

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#### **CONFLICT OF INTEREST NOTIFICATION**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

**REPORTS: (Informational items only.)****PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

**City Council**

1. Committee Appointments. (Wilson).
  - a. Recreation, Parks, Marina and Arts Commission
    - one (1) appointment term ending January 2021;
    - two (2) appointments term ending January 2023.
2. Committee Appointments. (City Council).
  - a. Environment and Climate Committee
3. Introduction and Swearing-in of Suisun City Volunteer Firefighter Che Salabarría – (Vincent).
4. Presentation of Proclamation Proclaiming June 2019 as “Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.”

**CONSENT CALENDAR**

*Consent calendar items requiring little or no discussion may be acted upon with one motion.*

**City Council**

5. Council Adoption of Ordinance No. 760: Amending Chapter 2.20 “Planning Commission” of the Suisun City Code (Introduced and Reading Waived on May 21, 2019) – (McNamara).
6. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with Marty Ecological Consulting, Inc. for Construction Biological Monitoring in Support of the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project and Authorize the City Manager to Approve up to 10% of the Contract Value for Unforeseen Change Orders – (Medill/Lozano).

**PUBLIC HEARINGS****City Council**

7. PUBLIC HEARING - Noticed and to be Continued to Future Date.  
Marin Clean Energy Joint Powers Agreement – (Folsom/MCE).
  - a. Council Introduction and Waive Reading of Ordinance No. \_\_\_: Approval of the Marin Clean Energy Joint Powers Agreement as Exempt from CEQA pursuant to Public Resources Code § 21065, 14 Cal Code Regs. §§ 15060(c)(3) or 15378; and
  - b. Council Adoption of Resolution No. 2019-\_\_\_: Approving the Marin Clean Energy Joint Powers Agreement, and Authorizing the Implementation of a Community Choice Aggregation Program; and a Proposed Resolution Requesting Membership in Marin Clean Energy.



**8. PUBLIC HEARING**

Council Adoption of Ordinance No. \_\_\_\_: An Interim Urgency Ordinance of the City Council of the City of Suisun City, California, Establishing a 45-day Temporary Moratorium on the Establishment of “Smoke Shops,” and Declaring the Urgency Thereof - (McNamara/Kearns).

**GENERAL BUSINESS****City Council**

9. Housing Update – Informational Report – (Lawton-Caesar).
10. Council Adoption of Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles and take other actions as necessary – (Medill/Dingman).

**REPORTS: (Informational items only.)**

11. a. Council/Boardmembers  
b. Mayor/Chair
12. City Manager/Executive Director/Staff

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

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I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of June 4, 2019 was posted and available for review, in compliance with the Brown Act.

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Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, fifty years ago, in June, 1969, a riot at a Manhattan gay bar, the Stonewall Inn, in relation to a police raid, precipitated the modern fight for Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) rights, and

**WHEREAS**, because of acts of courage from those who demanded justice from those who quietly pushed for progress, our Nation has made great strides in recognizing what these brave individuals long knew to be true in their hearts – that love is love and no person should be judged by anything but the content of their character, and

**WHEREAS**, 2015’s landmark Supreme Court decision was a historic victory for LGBTQ Americans, guaranteeing marriage equality in all 50 States, ensuring dignity for same-sex couples and therefore all couples, and

**WHEREAS**, for every partnership that was not previously recognized under the law and for every American who was denied their basic civil rights, this monumental ruling instilled newfound hope, affirming the belief that we are all freer when we are all treated as equals, and

**WHEREAS**, despite this extraordinary progress, LGBTQ Americans still face discrimination simply for being who they are, there remains much work to do to extend the promise of our country to every American, and

**WHEREAS**, in memory of the 49 victims of the 2016 Pulse Nightclub massacre in Orlando it is ever more important that we continue to push for equality, protections and acceptance of LGBTQ people everywhere, and

**WHEREAS**, 2019 is the 21st year of the LGBTQ Community coming together to show our pride in Solano County through service, and support that builds our community, in the organization known as Solano Pride

**Whereas**, during Lesbian, Gay, Bisexual, Transgender, Queer Pride Month, as we wave our flags of pride high and march boldly forward in parades and demonstrations, let us celebrate how far we have come and reaffirm our steadfast belief in the equal dignity of all Americans, and

**Whereas**, the city of City of Suisun City proudly stands with the LGBTQ community, and with all communities who struggle for basic rights, for acceptance, visibility, safety, acknowledgement, and equitability, in the quest for full equality under the law.

**NOW, THEREFORE**, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby proclaim June, 2019 as

## “Lesbian, Gay, Bisexual, Transgender, Queer Pride Month”

in the City of Suisun City and call upon its citizens to eliminate prejudice everywhere it exists and celebrate the diversity of our community.



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*



Lori D. Wilson, Mayor

ATTEST: 

DATE: June 4, 2019

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 4, 2019

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**CITY AGENDA ITEM:** Adopting Ordinance No. \_\_\_\_: Amending Chapter 2.20 “Planning Commission” of the Suisun City Code. (Introduced and Reading Waived on May 21, 2019).

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**FISCAL IMPACT:** There would be no fiscal impact associated with the adoption of this Ordinance.

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**BACKGROUND/STAFF REPORT:** On May 21, 2019, the City Council introduced waived reading, by vote of 5-0, of an ordinance that would make the following amendments to Chapter 2.20 “Planning Commission”:

2.20.020 Membership

“The planning commission of the city shall consist of seven members, appointed by the mayor with the approval of the city council. All members shall be residents of Suisun City and shall maintain U.S. citizenship.”

2.20.040 Terms, Vacancies and Removal

“Terms of office shall expire on January 5<sup>th</sup> in odd years. Terms shall be staggered with four of the Commissioners’ terms expiring on one odd year and the other three expiring two years later. Planning Commissioners shall serve until a successor is appointed.”

2.20.050 Failure to Attend Meetings

“If any Commissioner fails to attend three meetings of the Commission scheduled in any fiscal year without any such absence being excused by the ~~Commission~~ Mayor, his or her office as Commissioner shall automatically and immediately become vacant.”

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**RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No. \_\_\_\_ entitled as follows:

1. Amending Chapter 2.20 “Planning Commission” of the Suisun City Code. (Introduced and Reading Waived on May 21, 2019).

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**ATTACHMENTS:**

1. Ordinance No. \_\_\_\_: Amending Chapter 2.20 “Planning Commission” of the Suisun City Code. (Introduced and Reading Waived on May 21, 2019).

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<b>PREPARED BY:</b>	John Kearns, Senior Planner
<b>REVIEWED BY:</b>	Tim McNamara, Development Services Director
<b>APPROVED BY:</b>	Greg Folsom, City Manager

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,  
CALIFORNIA AMENDING CHAPTER 2.20 “PLANNING COMMISSION” OF THE  
SUISUN CITY CODE**

**WHEREAS**, the Chapter 2.20 of the City of Suisun City Code establishes the composition, duties and authorities of the Suisun City Planning Commission; and

**WHEREAS**, the City Council at its regular meeting on May 21, 2019, did hold a public hearing to consider amendments to Chapter 2.20 of the Suisun City Code; and

**WHEREAS**, notice of the City Council’s public hearing to consider such amendments was published in the Daily Republic on or before May 11, 2019 consistent with State Law and the Suisun City Code; and

**WHEREAS**, the City Council has determined that amendments to Chapter 2.20 are in the interest of effective governance and consistent with applicable provisions of state law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY** as follows:

**SECTION 1.** The City Council does hereby amend Chapter 2.20 – Planning Commission, of the City of Suisun City Municipal Code as follows:

- **Chapter 2.20 - PLANNING COMMISSION**

Sections:

- **2.20.020 – Membership.**

“The planning commission of the city shall consist of seven members, appointed by the mayor with the approval of the city council. All members shall be residents of Suisun City and shall maintain U.S. citizenship.”

- **2.20.040 - Terms, Vacancies and Removal.**

“Terms of office shall expire on January 5<sup>th</sup> in odd years. Terms shall be staggered with four of the Commissioners’ terms expiring on one odd year and the other three expiring two years later. Planning Commissioners shall serve until a successor is appointed.”

- **2.20.050 - Failure to attend meetings.**

“If any Commissioner fails to attend three meetings of the Commission scheduled in any fiscal year without any such absence being excused by the ~~Commission~~ Mayor, his or her office as Commissioner shall automatically and immediately become vacant.”

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Suisun City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 3.** This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

**SECTION 4.** The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

**PASSED, APPROVED, AND ADOPTED** as an Ordinance at a regular meeting of the City Council of the City of Suisun City, California, on this 4<sup>th</sup> day of June 2019.

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Lori Wilson  
Mayor

**CERTIFICATION**

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council on May 21, 2019 and passed, approved, and adopted by the City Council of the City of Suisun City at a regular meeting held on the 4<sup>th</sup> day of June 2019 by the following vote:

**AYES:** Councilmembers:  
**NOES:** Councilmembers:  
**ABSENT:** Councilmembers:  
**ABSTAIN:** Councilmembers:

**WITNESS** my hand and the seal of said City this 4<sup>th</sup> day of June 2019.

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Linda Hobson, CMC  
City Clerk



## AGENDA TRANSMITTAL

**MEETING DATE:** June 4, 2019

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Marty Ecological Consulting, Inc. for Construction Biological Monitoring in Support of the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project and Authorize the City Manager to Approve up to 10% of the Contract Value for Unforeseen Change Orders.

**FISCAL IMPACT:** The total appropriation for Dredging Phase II includes the projected cost of construction biological monitoring for the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project (Project). The cost for retaining the firm of Marty Ecological Consulting, Inc. to perform the necessary construction biological monitoring for this Project is \$38,756.20. There is sufficient funding appropriated to the Dredging Fund (Fund 340) for Fiscal Year 2018-19 to pay for this contract. The State's Department of Finance recently approved the City's Recognized Obligation Payment Schedule (ROPS), which includes \$2,772,500 in FY2019-20 for the Dredging Project.

**BACKGROUND:** In the early 1990s Pierce Island (Island) was constructed as a disposal site for sediment dredged from the Suisun City Marina and the Suisun Slough, including the Marina Village channel. In November 2018, the rehabilitation of the levee surrounding the east basin on Pierce Island levee was completed as preparatory work for the 2019 dredging episode. Excavated material from the east basin was used to raise the levee around the east basin. The completion of this levee rehabilitation project provides the necessary storage capacity for the 2019 dredge episode for which we have a dredging contractor under contract. Dredging is scheduled to begin on August 1, 2019.

The 2018 east basin levee rehabilitation project included clearing vegetation within the east basin; herding the Salt Marsh Harvest Mouse (SMHM) from the east basin to the exterior of the island; and installing SMHM exclusion fence around the east basin. Said work was performed in compliance with the conditions of the California Department of Fish and Wildlife's (CDFW) permit.

Since City staff has performed maintenance work on the existing SMHM fence surrounding the east basin during the 2018/2019 rain/winter season and since the SMHM fence has withstood the rain/winter conditions, CDFW will not require the City to clear the vegetation in the east again prior to the placement of dredged material on the Island during 2019 dredge episode.

However, prior to performing the 2019 dredging and as required by the CDFW permit, the vegetation within the west pond will need to be removed; the SMHM herded from the west pond

**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Nick Lozano, Associate Engineer  
 Kris Lofthus, Recreation, Parks, and Marina Director  
 Greg Folsom, City Manager

to the island perimeter; and SMHM exclusion fencing installed around the west pond. Said work will be a one-month-long effort. On May 14, 2019, the City Council authorized the City Manager to enter into a construction contract on the City's behalf with Green Vista Landscape for this Project.

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**STAFF REPORT:** On April 29, 2019, a Request for Quotes for professional services to perform the construction biological monitoring services on the Project was sent to the two biological firms that the City has previously contracted with to perform biological services on the overall 2018 island/2019 dredging project. The two firms are Marty Ecological Consulting, Inc. and Sequoia Ecological Consulting, which have either performed biological assessments, protocol-level bird surveys, or construction biological monitoring; prepared reports required of the regulatory agencies; supplied regulatory agencies with requested project information to help the City secure permits; and/or helped the City negotiate with the permit conditions with regulatory agencies. To date, these are the only two biological firms intimately familiar with the permit conditions for the Project.

Proposals from each of the two firms were received and opened on Thursday, May 2, 2019. While each of the two firms have previously been approved by the California Department of Fish and Wildlife to perform biological monitoring and are more than qualified, Marty Ecological Consulting, Inc. provided the low bid and was determined by the evaluation committee to be the best fit. The overall cost of the contract is dependent on a number of factors, including the number of work days the Contractor is on the project site, the Contractor's work sequencing, any schedule delays, and biological findings during the construction period. Based on a 20-day (work days) project schedule and two biological monitors each day, the total biological monitoring services is anticipated to not exceed \$38,756.20. Since this amount is above the City Manager's purchasing authorization threshold, City Council approval is required to award the contract. Staff also requests that Council authorize up to 10% of the contract value for unforeseen change orders.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Marty Ecological Consulting, Inc. for Construction Biological Monitoring in Support of the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project and Authorize the City Manager to Approve up to 10% of the Contract Value for Unforeseen Change Orders.

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**ATTACHMENTS:**

1. Council Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Marty Ecological Consulting, Inc. for Construction Biological Monitoring in Support of the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project and Authorize the City Manager to Approve up to 10% of the Contract Value for Unforeseen Change Orders.
2. Project Location Map.

**RESOLUTION NO. 2019 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT ON THE CITY’S BEHALF WITH MARTY ECOLOGICAL  
CONSULTING, INC. FOR CONSTRUCTION BIOLOGICAL MONITORING IN  
SUPPORT OF THE PIERCE ISLAND VEGETATION REMOVAL AND MOUSE  
EXCLUSION FENCE INSTALLATION PROJECT AND AUTHORIZE THE CITY  
MANAGER TO APPROVE UP TO 10% OF THE CONTRACT VALUE FOR  
UNFORESEEN CHANGE ORDERS**

**WHEREAS**, the Pierce Island Vegetation Removal and Mouse Exclusion Fence (Project) is scheduled to begin construction in June 2019; and

**WHEREAS**, the California Department of Fish & Wildlife (CDFW) permit issued for the Project requires the performance of biological monitoring under supervision of a qualified biologist during construction activities; and

**WHEREAS**, on April 29, 2019, City sent Marty Ecological Consulting, Inc. and Sequoia Ecological Consulting, Inc. a Request for Quotes for construction biological monitoring in support of the Project; and

**WHEREAS**, these are the only two firms that have performed biological work required of the permits for the overall 2018 Pierce Island/2019 Dredging Project to date; and

**WHEREAS**, on May 24, 2018, the City received the requested quotes from each of the two biological/ecological firms; and

**WHEREAS**, Marty Ecological Consulting, Inc. submitted the low quote and was selected by the evaluation committee as the best fit for the Project; and

**WHEREAS**, Marty Ecological Consulting, Inc. has submitted a reasonable cost proposal in the not-to-exceed amount of \$38,756.20 to perform the construction biological monitoring services for the Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on behalf of the City with Marty Ecological Services, a California Corporation, or performing biological monitoring services for the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project in the not-to-exceed amount of \$38,756.20 and to take any and all necessary and appropriate actions to implement this contact.

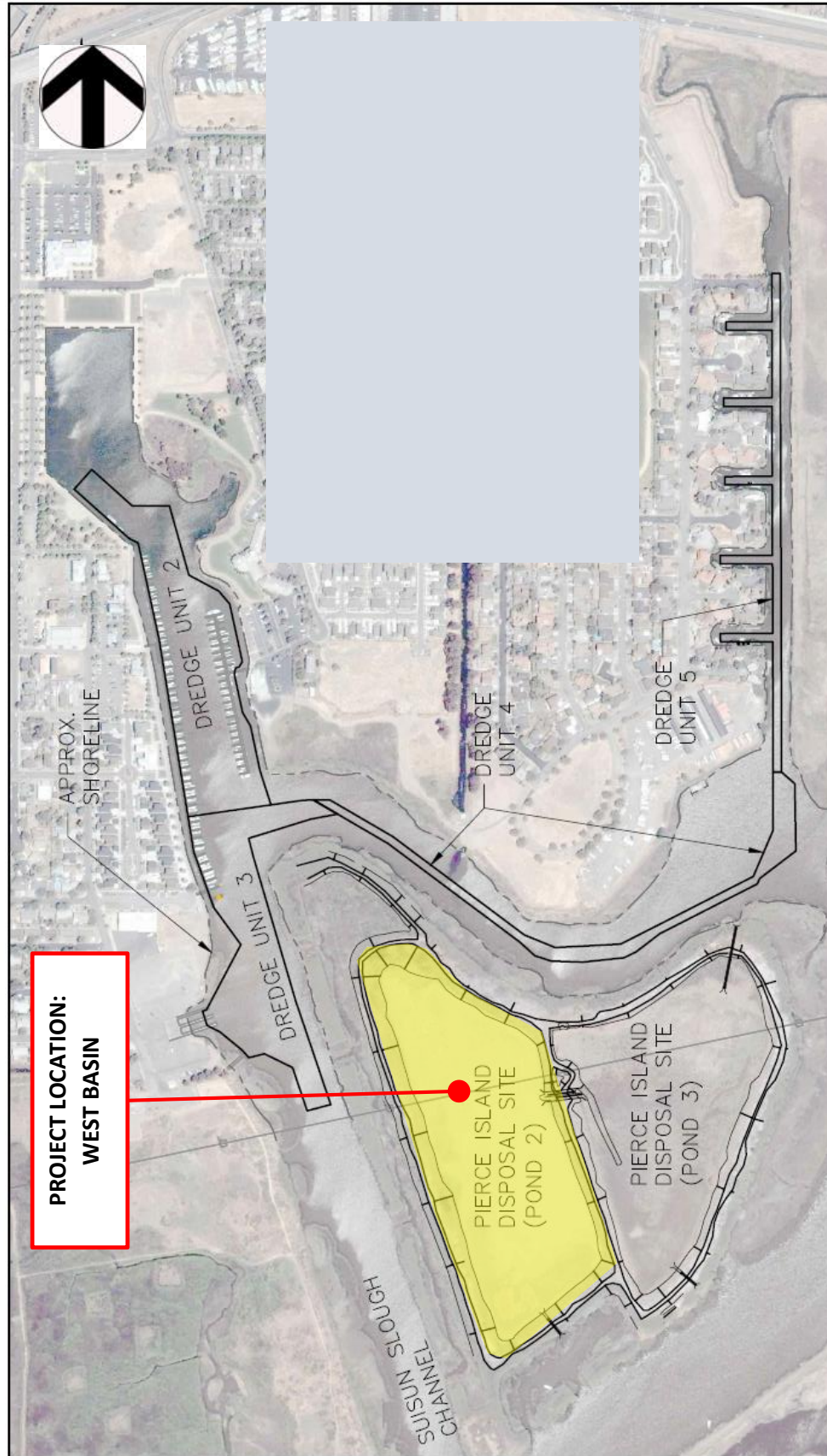
**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 4<sup>th</sup> of June 2019, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of the City of Suisun City this 4<sup>th</sup> of June 2019.

\_\_\_\_\_  
Linda Hobson, CMC,  
City Clerk

**LOCATION MAP**  
Construction Biological Monitoring  
in Support of the Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project



## AGENDA TRANSMITTAL

**MEETING DATE:** June 4, 2019

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**CITY AGENDA ITEM:** Council Adoption of Ordinance No. \_\_\_: An Interim Urgency Ordinance of the City Council of the City of Suisun City, California, Establishing a 45-day Temporary Moratorium on the Establishment of “Smoke Shops,” and Declaring the Urgency Thereof.

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**FISCAL IMPACT:** There would be no fiscal impact associated with the adoption of this Ordinance.

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**BACKGROUND/STAFF REPORT:** Many public agencies have adopted legislation aimed at minimizing the availability of tobacco products to minors. Such legislation has been based on research showing that the proximity of tobacco outlets and advertising and marketing of such products leads to greater use by minors. Such legislation is intended to promote public health.

The City recently received an inquiry desiring to open a smoke shop business along Sunset Avenue. The City’s zoning ordinance does not distinguish between tobacco retailers, smoke shops, or hookah or vapor lounges and any other type of retailer.

The following are key points regarding the proposed urgency ordinance and how they work:

- A summary of the proposed urgency ordinance was published in the *Daily Republic* newspaper five (5) days in advance of the public hearing and, if adopted, a summary will be published within 15 days of adoption.
- The ordinance can be adopted in a single reading and becomes effective immediately.
- The Council must find that there is a “current and immediate threat to the public health, safety and welfare” of the community and that approval of the land use being addressed would cause or add to that threat.
- The ordinance must be adopted by 4/5ths vote of the Council.
- The ordinance goes into effect immediately, but only remains in effect for 45 days. The moratorium can be extended for up to an additional 10 months and 15 days after a notices public hearing, also by 4/5ths vote.
- Ten days prior to expiration of the original 45-day moratorium or any extensions, the Council must release a written report describing what steps have been taken to address the concerns that lead to imposition of the moratorium.

If the Council adopts the urgency moratorium, it would remain in effect for 45 days. Within that time, staff would begin work on a permanent ordinance to be presented to the Planning Commission. Staff would also return to the Council within 35 days with the required report on

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<b>PREPARED BY:</b>	John Kearns, Senior Planner
<b>REVIEWED BY:</b>	Tim McNamara, Development Services Director
<b>APPROVED BY:</b>	Greg Folsom, City Manager

steps taken to address the issue. If a new, permanent ordinance could not be adopted within the 45 days, the Council could consider an ordinance extending the moratorium.

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**RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No. \_\_\_\_ entitled as follows:

Adopt Ordinance No. \_\_\_\_: An Interim Urgency Ordinance of the City Council of the City of Suisun City, California, Establishing a 45-day Temporary Moratorium on the Establishment of “Smoke Shops,” and Declaring the Urgency Thereof.

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**ATTACHMENTS:**

1. Ordinance No. \_\_\_\_: An Interim Urgency Ordinance of the City Council of the City of Suisun City, California, Establishing a 45-day Temporary Moratorium on the Establishment of “Smoke Shops,” and Declaring the Urgency Thereof.

**INTERIM URGENCY ORDINANCE NO. \_\_\_\_\_**

**AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF “SMOKE SHOPS,” AND DECLARING THE URGENCY THEREOF**

**WHEREAS**, the City of Suisun City has an overriding interest in planning and regulating the use of property within the City. Implicit in any plan or regulation is the City's interest in maintaining the quality of life and the character of the City's neighborhoods, and ensuring that the land uses within those neighborhoods are complementary and do not create adverse impacts on adjacent and nearby uses. Without stable, well-planned neighborhoods, sections of the City could quickly deteriorate, with serious adverse physical, social and economic consequences; and

**WHEREAS**, the City has received an application for a business that has an emphasis on the sales of tobacco products and/or tobacco paraphernalia (defined further below as a “smoke shop”); and

**WHEREAS**, the Suisun Municipal Code currently does not contain any specific regulations governing the location and operation of smoke shops, which are treated as ordinary retail businesses; and

**WHEREAS**, the City Council is concerned that the potential proliferation of unregulated smoke shops may adversely affect the City’s economic vitality, may promote illegal consumption and purchase of tobacco products and/or tobacco paraphernalia by children and minors by increasing their exposure to such products, may result in a high concentration of smoke shops in the City, may result in an increase in crime in the City, and may not be compatible with existing and potential uses of similarly zoned businesses; and

**WHEREAS**, the City Council finds and determines that the City’s current standards for smoke shops may be too broad and present a current and immediate threat to the public health, safety, or welfare because they do not address issues such as proximity to schools and parks, and other similarly businesses and uses; and

**WHEREAS**, based upon the forgoing, this urgency ordinance is being adopted in order to allow the City time to duly investigate and consider these new and different events, occurrences, and set of circumstances and to thoroughly review, study and amend the City’s laws, rules, procedures and fees related to the establishment of smoke shops within the City; and

**WHEREAS**, Government Code Section 65858 expressly authorizes the City Council to adopt an urgency ordinance prohibiting any uses which may be in conflict with a contemplated general plan, specific plan, or zoning proposal which the City Council or the City’s Planning Commission or Planning Department is considering or studying or intends to study within a reasonable time, for the purpose of the immediate preservation of the public health, safety, or welfare; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. URGENCY FINDINGS.** The City Council of the City of Suisun City hereby finds, determines, and declares that:

A. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.

B. There is a public urgency and a need to immediately protect the public health, safety, and welfare by placing a moratorium on and prohibiting the opening of smoke shops, as defined further below, at any location in the City of Suisun City.

C. A business has expressed interest to proceed with opening a smoke shop. The Suisun Municipal Code does not adequately regulate these types of businesses, including the location thereof. The City's current standards for smoke shops may be too broad and present a current and immediate threat to the public health, safety, or welfare because they do not address issues such as proximity to schools and parks, and other similarly businesses and uses.

D. This Interim Urgency Ordinance will prohibit the establishment of smoke shops while the City Council, the City Planning Commission, and/or the City's Development Services Department is considering or studying or intends to study the establishment of smoke shops within a reasonable time of adoption of this Interim Urgency Ordinance.

E. There is insufficient time for the City to adopt a regular, non-urgency ordinance applicable to these types of businesses. This Interim Urgency Ordinance complies with applicable state law and preserves the status quo so that the City may either prohibit such uses or establish reasonable rules and regulations protecting the public health, safety, and welfare of Suisun City residents and businesses regarding the sales of tobacco products, tobacco paraphernalia, and smoke shops.

F. The potential adverse direct and secondary effects of smoke shops present a clear and present danger to the immediate preservation of the public health, safety, and welfare of the community. The potential proliferation of unregulated smoke shops may adversely affect the City's economic vitality, may promote illegal consumption and purchase of tobacco products and/or tobacco paraphernalia by children and minors by increasing their exposure to such products, may result in a high concentration of smoke shops in the City, may result in an increase in crime in the City, and may not be compatible with existing and potential uses of similarly zoned businesses

G. In light of the concerns noted herein, the City Council determines it is in the interest of protecting the public health, safety, or welfare to adopt this Interim Urgency Ordinance effecting a temporary moratorium on establishment of smoke shops in order to allow staff time to, among other related tasks, proceed with a comprehensive study to research and consider potential regulatory and zoning mechanisms for regulating such businesses, including whether such businesses should be allowed near schools and parks.

H. Until such time that staff concludes a comprehensive study and the City Council determines whether to adopt new regulatory controls over smoke shops, the community is in jeopardy in that such businesses could be established which would be in potential conflict with the City's regulatory or zoning proposals. The establishment of such new businesses would defeat the



intent and purpose of any potential future regulation and substantially impair its effective implementation.

I. Based upon the forgoing, this urgency measure is necessary in order to ensure that adequate regulation regarding the establishment of smoke shops, in the City is adopted prior to the issuance of any new permits authorizing such activities to an extent greater than set forth in this Interim Urgency Ordinance.

J. Based upon the forgoing, issuance or approval of any building, planning, or other applicable entitlements for the establishment of smoke shops prior to the staff's completion of its comprehensive study would result in a current and immediate threat to the public health, safety or welfare, and therefore this Interim Urgency Ordinance prevents a current and immediate threat to the public health, safety, and welfare.

**SECTION 2. DEFINITIONS.** As used in this Interim Urgency Ordinance, the following terms shall have the following meanings:

- (a) "Smoke shop" is defined as any of the following:
  - (1) Any establishment selling any tobacco product or tobacco paraphernalia in which either (i) more than fifty percent (50%) of the floor area is used for the sale, storage, or display of such projects, or (ii) more than fifty percent (50%) of the merchandise available for sale consists of such products.
  - (2) Any establishment that permits the smoking or inhaling of any tobacco product or the use of tobacco paraphernalia on site where such activities are permitted in more than fifty percent (50%) of the floor area of such establishment. This includes but is not limited to hookah lounges and vapor lounges.
- (b) "Tobacco product" is defined as any of the following:
  - (1) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
  - (2) An electronic device that delivers tobacco, nicotine, or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
  - (3) Any component, part, or accessory of a tobacco product, whether or not sold separately.
- (c) "Tobacco paraphernalia" is defined as cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of

all types, cigarette rolling machines, or other instruments or things designed for the smoking or ingestion of tobacco products.

**SECTION 3. MORATORIUM.**

A. Moratorium. From the effective date of this Interim Urgency Ordinance and continuing for a period of forty-five (45) days, unless extended, or until such time as the City establishes a procedure for the regulation of smoke shops, whichever occurs first, no use permit, variance, building permit, business license or any other entitlement for use shall be approved or issued for the establishment or operation of, and no person shall otherwise establish, a smoke shop.

B. Grandfathering. This Interim Urgency Ordinance shall not apply to any project which has been previously approved by the City or its constituent boards, commissions or officials so long as such approvals remain valid, nor shall it apply to any application for discretionary land use development entitlements, zoning variances, or where the Director of Development Services has, prior to the effective date of this Interim Urgency Ordinance, scheduled a complete application for consideration by the applicable legislative body of the City for public hearing and possible action.

C. Penalties. The definitions and penalties for municipal code violations that are prescribed in the Suisun Municipal Code shall apply to violations of the provisions of this Interim Urgency Ordinance.

**SECTION 4. REVIEW AND STUDY.** During the effective period of this Interim Urgency Ordinance, the City's Development Services Department shall review, study and propose revisions as necessary to the City's laws, standards, procedures and fees related to the establishment of smoke shops in the City.

**SECTION 5. URGENCY MEASURE.** The City Council hereby declares that this Interim Urgency Ordinance is necessary as an urgency measure for the preservation of the public health, safety and welfare of the City.

**SECTION 6. CEQA.** The City Council finds that this Interim Urgency Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of Title 14 of the California Code of Regulations because it has no potential for resulting in physical change to the environment, directly or indirectly); it prevents changes in the environment pending the completion of the contemplated City municipal code review.

**SECTION 7. AUTHORITY AND EFFECT.** This Interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858 and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council.

**SECTION 8. EFFECTIVENESS OF ORDINANCE.** This Interim Urgency Ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless the City Council extends the Ordinance for an

additional period of time pursuant to Government Code Section 65858. Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, or any extension thereof, the City Council shall issue a written report describing the measures the City has taken to address the conditions which led to the adoption of this Interim Urgency Ordinance.

**SECTION 9. SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Interim Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interim Urgency Ordinance. The City Council hereby declares that it would have passed this Interim Urgency Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 10. PUBLICATION.** The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in the manner prescribed by law.

**PASSED, APPROVED, AND ADOPTED** as an INTERIM URGENCY ORDINANCE at a regular meeting of the City Council of the City of Suisun City, California, on this 4th day of June, 2019.

\_\_\_\_\_  
Lori Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Hobson, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF SOLANO            ) ss.  
CITY OF SUISUN CITY            )

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Interim Urgency Ordinance No. \_\_\_\_\_ was adopted by the City Council of the City of Suisun City at a regular meeting held on the 4th day of June, 2019 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Linda Hobson, CMC, City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 4, 2019

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**CITY AGENDA ITEM:** Housing Update - Informational Report Only.

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**FISCAL IMPACT:** There would be no fiscal impact associated with this report.

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**BACKGROUND/STAFF REPORT:** Housing Manager PowerPoint Presentation.

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**RECOMMENDATION:** Informational Only

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**ATTACHMENTS:**

1. Suisun City Housing Department PowerPoint Presentation.
2. Community Action Partnership Solano Joint Powers Authority 2018 Funding Awards.

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**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Kathy Lawton-Caesar, Housing Manager  
Tim McNamara, Development Services Director  
Greg Folsom, City Manager

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# Suisun City Housing Department

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DATE: JUNE 4, 2019



# Housing Authority UPDATE



- **OVERVIEW:** Serves the citizens of Suisun City by providing HUD funded rental assistance to very low and low-income eligible households
- **FUNDING:** CY2018 HUD Funding amounted to approximately:
  - \$2.7 Million in Housing Assistance Funding and
  - \$265,000 in Administrative Fees Funding to manage the program
- **VOUCHER PROGRAM:** 318 Vouchers
  - 248 vouchers currently in use
    - 77% of the assisted households served are elderly and/or disabled
  - 70 available vouchers

*(current assistance levels fully expend the available rental subsidy funding at this reduced utilization)*





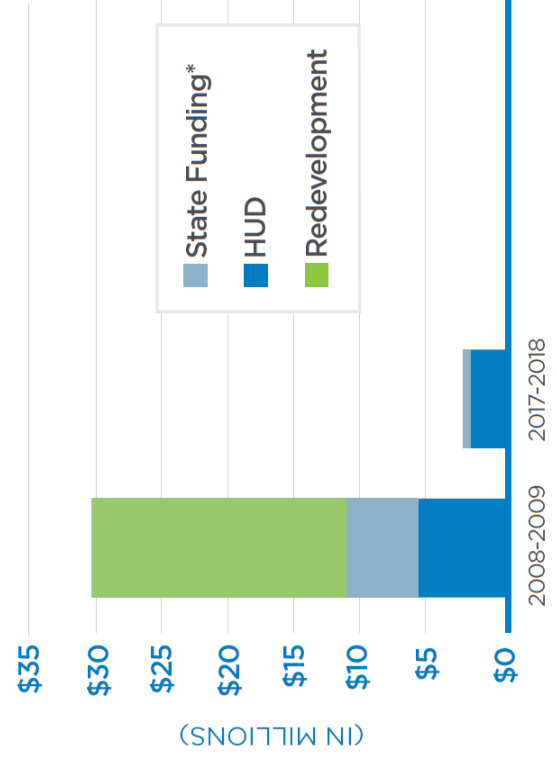
# Housing UPDATE

- Solano County currently needs approximately 14,000 more affordable rental homes to meet current demand.
- Cuts in Federal and State funding have reduced investment in affordable housing in Solano County by more than \$27 million annually since 2008, a 90% reduction.
- Renters in Solano County need to earn \$36.06 per hour (or \$75,005 annually) - 3 times the State minimum wage - to afford the median asking rent of \$1,875.
- 80% of ELI households are paying more than half of their income on housing costs.





**SOLANO COUNTY LOST 90% OF STATE AND FEDERAL FUNDING FOR HOUSING PRODUCTION AND PRESERVATION FROM FY 2008-09 TO FY 2017-18**



FUNDING SOURCE	FY 2008-09 (In thousands)	FY 2017-18 (In thousands)	% CHANGE
Redevelopment	\$18,972	\$0	-100%
State Housing Bonds and Housing Programs	\$5,415	\$496	-91%
HUD	\$5,685	\$2,570	-55%
<b>TOTAL</b>	<b>\$30,072</b>	<b>\$3,067</b>	<b>-90%</b>

**Source:** California Housing Partnership analysis of 2008-2009 annual Redevelopment Housing Activities Report; 2008-2009 and 2017-2018 Annual HCD Financial Assistance Programs Reports; 2008-2009 and 2017-2018 HUD CPD Appropriations Budget Reports.  
 \*FY 2017-2018 does not include No Place Like Home Funding (NPLH) and no funds for the Affordable Housing Sustainable Communities (AHSC) program were awarded.





<b>SOLANO COUNTY'S LOW INCOME HOUSING TAX CREDIT PRODUCTION AND PRESERVATION DECLINED SINCE 2016 DUE TO LACK OF LOCAL FUNDING</b>			
STATEWIDE			
TYPE	2016	2017	2018
New Construction	9,285	7,407	9,373
Acquisition & Rehab	15,032	5,928	9,430
All	24,317	13,335	18,803
SOLANO COUNTY			
TYPE	2016	2017	2018
New Construction	38	0	0
Acquisition & Rehab	304	181	170
All	342	181	170
<p><b>Source:</b> California Housing Partnership analysis of 2016-2018 California Tax Credit Allocation Committee data.  <b>Note:</b> The data does not include manager or market rate units created through the LIHTC program.</p>			



# Community Action Partnership Solano Joint Powers Authority (CAP Solano, JPA)

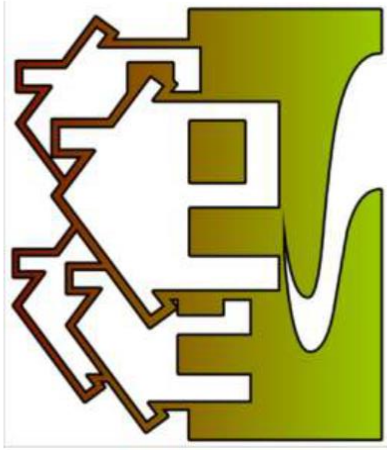


- **OVERVIEW:** CAP Solano JPA is a combined agency formed by a memorandum of understanding between the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo and the County of Solano to coordinate efforts to reduce poverty and homelessness throughout Solano County.
- **Program Funding:** CAP Solano JPA is responsible for applying for and allocating several significant funding sources for housing and services for persons experiencing homelessness, including:
  - Continuum of Care (CoC) Program (HUD funding)
  - Community Services Block Grant (CSBG) Program (HUD funding administered by the State)
  - Emergency Solutions Grant (ESG) Program (HUD funding administered by the State)
- **Private Funding:** CAP Solano JPA also seeks alternative funding opportunities to further local goals to combat poverty and homelessness:
  - Housing Innovations Grant from Partnership HealthPlan of California
  - Homeless Emergency Aid Program (HEAP) Grant
  - California Emergency Solutions & Housing (CESH) Grant



In March 2017, CAP Solano, JPA in introduced

**NEIGHBORS HELPING NEIGHBORS:**  
**Forward Together**



*A 5-Year Regional Strategic Plan to Respond to  
Homelessness in Solano County*

- Goal 1: Improve System Navigation
- Goal 2: Increase Affordable Housing Stock
- Goal 3: Create Support System to Assist Residents Maintain Housing





### Regular Federal & State Funding

	2013	2014	2015	2016	2017	2018
<b>CoC</b>	\$ 977,377	\$1,158,800	\$1,254,088	\$ 1,288,063	\$1,284,935	\$1,464,224
<b>CSBG*</b>	n/a	n/a	\$ 530,268**	\$ 422,555	\$ 382,856	\$ 389,138
<b>ESG</b>	n/a	n/a	n/a	\$ 441,508***	\$ 251,000	\$ 251,000
<b>Total</b>	\$ 977,377	\$1,158,800	\$1,784,356	\$2,120,048	\$1,918,791	\$2,104,362

**Regular Funding Stream Increases since 2013:** \$1,126,985

**New Funding (2018):** \$4,863,964.00 grant from the Partnership HealthPlan of California

\$4,917,499.52 Homeless Emergency Aid Program (HEAP) grant (one time money)

\$ 726,212.00 California Emergency Solutions & Housing (CESH) grant (one time money)

\* Funding fluctuates based on available discretionary grant opportunities available.

\*\* Represents \$ 71,380 carry forward from the prior year,

\$ 75,000 Targeted Initiative (one time money) and the

\$383,888 Annual Allocation

\*\*\* Because the California Department of Housing and Community Development (HCD) did not issue ESG awards in 2015, the 2016 award reflects two years of funding.



COMMUNITY ACTION PARTNERSHIP SOLANO  
JOINT POWERS AUTHORITY

**Partnership HealthPlan of California (PHC) Grant**  
**\$4,863,964**

Housing & Supportive Services		
Organization & Project Name	Funding Awarded	Project Description
1 <b>Berkeley Food &amp; Housing Project (BFHP):</b> Roads Home Solano Expansion	\$ 910,000	<ul style="list-style-type: none"> <li>• BFHP will expand its successful ROADS Home program to provide outreach, housing search, rental assistance, case management, and other services to help people experiencing homelessness in Solano County to move into and stabilize in permanent housing.</li> <li>• Estimated Households to be Served: 64</li> <li>• Estimated Person to be Served: 94</li> </ul>
2 <b>Caminar:</b> Supportive Housing Program	\$ 171,070	<ul style="list-style-type: none"> <li>• The Supported Housing Program will assist Solano County Adults with serious mental health conditions in securing and retaining safe, affordable housing that supports their overall health and wellness. Funding will be used for rental deposits and move-in costs, master-leasing units and supportive services.</li> <li>• Estimated Households to be Served: 12</li> <li>• Estimated Person to be Served: 12</li> </ul>

Housing & Supportive Services		
Organization & Project Name	Funding Awarded	Project Description
1 <b>Eden Housing:</b> 2118 Sacramento Street (Vallejo)	\$1,500,000	<ul style="list-style-type: none"> <li>• New Construction Multi-Family Rental</li> <li>• 100% Permanent Supportive Housing (PSH) Development</li> <li>• Total Estimated Units: 75</li> <li>• PHC-funded Units: 8</li> <li>• Construction completion estimated by May 2022</li> </ul>
2 <b>Eden Housing:</b> Brown Street Apartments (Vacaville)	\$1,100,000	<ul style="list-style-type: none"> <li>• New Construction Multi-Family Rental</li> <li>• Total Estimated Units: 73</li> <li>• PHC-funded Units: 8</li> <li>• Construction completion estimated by April 2022</li> </ul>
3 <b>MidPen Housing:</b> 1700 Santa Monica Street (Fairfield)	\$ 851,598	<ul style="list-style-type: none"> <li>• New Construction Multi-Family Rental</li> <li>• Total Estimated Units: 71</li> <li>• PHC-funded Units: 10</li> <li>• Construction completion estimated by March 2021</li> </ul>

*Balance of funding totaling \$331,296 covers the administrative and reporting expenses*



**Homeless Emergency Aid Program (HEAP) Grant  
\$4,917,499.52**

<b>Emergency Shelters</b>		
<b>Organization &amp; Project Name</b>	<b>Funding Awarded</b>	<b>Project Description</b>
<b>1 Shelter, Inc.: SHELTER Solano</b>	<b>\$3,000,000</b>	SHELTER Solano requested HEAP funding for the following: <ol style="list-style-type: none"> <li>1. Construction of a full service commercial-style kitchen and dining hall facility to prepare meals for the homeless clients served (the current facility does not allow for this);</li> <li>2. Retrofit a small dining hall into a culinary training facility that would help clients get food industry skills;</li> <li>3. Upgrade security lighting and access systems at the shelter for greater safety;</li> <li>4. Remodel 3 damaged and defective bathrooms; and</li> <li>5. Construct a laundry room</li> </ol>

<b>Prevention &amp; Diversion Services</b>		
<b>Organization &amp; Project Name</b>	<b>Funding Awarded</b>	<b>Project Description</b>
<b>1 Shelter, Inc.</b>	<b>\$ 800,000</b>	Establish a full service office and staff presence to respond to referrals from Resource Connect Solano. Prevention or diversion (rapid resolution) services will be provided to households in Solano County who are at risk of homelessness or literally homeless and referred by Resource Connect Solano.
<b>2 Community Action North Bay (CAN-B)</b>	<b>\$ 200,000</b>	Serve extremely low income individuals or families with homeless prevention services, and diversion services to those who are recently homeless. Project staff will assess for housing barriers based on individual/family circumstances, intensive service plan will be written. 90% of the clients will attain and/or maintain housing.

<b>Youth focused Services</b>		
<b>Organization &amp; Project Name</b>	<b>Funding Awarded</b>	<b>Project Description</b>
<b>1 On the Move: VOICES</b>	<b>\$ 449,326</b>	VOICES' mission is to empower transition-age youth who are currently homeless or at risk of homelessness. The VOICES model is a lively, welcoming drop-in center where youth access a comprehensive trauma-informed service system. All VOICES youth receive comprehensive case management. VOICES plans to launch a center in Solano County in August 2019.
<b>2 Vacaville Social Services Corp.</b>	<b>\$ 222,298.54</b>	<ol style="list-style-type: none"> <li>1. Provide services directly to the youth.</li> <li>2. Strengthen an effective and collaborative youth outreach network.</li> </ol>

*Balance of funding totaling \$245,874.98 covers the administrative and reporting expenses*



**California Emergency Solutions & Housing (CESH) Grant  
\$726,212**

<b>Prevention &amp; Diversion Services</b>		
<b>Organization &amp; Project Name</b>	<b>Funding Awarded</b>	<b>Project Description</b>
<b>1</b> Community Action North Bay (CAN-B)	<b>\$ 206,970</b>	<b>Rental Assistance/Housing Relocation &amp; Stabilization Services:</b> Housing 4 Life will ensure that housing for individual adults lacking sufficient social and/or family resources, who live on extremely low incomes is attained and/or maintained. The target population is homeless or at risk of homeless.
<b>2</b> Shelter, Inc.	<b>\$ 482,931</b>	<b>Rental Assistance &amp; Landlord Support:</b> Provide rental subsidies in permanent housing to assist homeless individuals and families.

*Balance of funding totaling \$36,311 covers the administrative and reporting expenses*

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 4, 2019

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**CITY AGENDA ITEM:** Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the Replacement of City Vehicles.

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**FISCAL IMPACT:** If implemented, the Master Equity Lease Agreement with Enterprise Fleet Management, Inc. has a projected average sustainable annual savings of \$23,702 and an overall ten (10) year savings to the City of approximately \$254,352.

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**BACKGROUND:** The City currently owns and maintains forty-four (44) vehicles used by City departments to provide public services, twenty (20) of which are assigned to the Police Department. The average age of these vehicles is twelve (12) years and many are well-beyond their intended useful life. In addition, the older vehicles do not meet current standards related to air quality and pollution, resulting in elevated CO<sub>2</sub> emissions. The City has historically handled vehicle replacement by allocating relatively small portions of one-time funding to purchase a few vehicles at a time. Currently, seventy-five percent (75%) of the existing light and medium duty fleet is over ten (10) years old. These older vehicles have much higher fuel and maintenance costs and tend to be considerably less reliable. Staff performed an internal analysis and determined that a significant investment of approximately \$500,000 per year for the next five years would be required to overhaul the entire City fleet.

The City's current fleet is less reliable, more expensive to manage and repair, emits greater pollution than newer vehicles, and does not take advantage of improved safety equipment that comes standard on new vehicles. Additionally, the City has does not have a dedicated fleet manager to provide adequate fleet management and oversight or provide recommendations on replacement schedules, vehicle types, etc.

Staff continues to evaluate City operations in search of innovative ways to maximize efficiencies, optimize use of staff resources, and explore all opportunities to realize operational and capital expenditure cost savings. In the fall of 2018 staff met with Enterprise Fleet Management, Inc. ("Enterprise") which owns and operates the world's largest fleet of leased vehicles. Under their Governmental Fleet Management Program, cities may contract with Enterprise and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services, insurance, etc. Recently, Enterprise has included pursuit/patrol vehicles in its portfolio, which has increased the attractiveness of the program to many cities and other government entities. Enterprise can deliver a base vehicle with equipment to be added by the City or provide a fully outfitted vehicle with graphics and equipment.

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**PREPARED BY:**  
**APPROVED BY:**

Matt Medill, Public Works Director  
Greg Folsom, City Manager

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**STAFF REPORT:** Without additional staffing support of a dedicated fleet manager, deferment of other City priorities, or management staff augmentation by a comprehensive fleet management program the City will not be able to reverse the trend of an aging and inefficient fleet. Staff proposes that the Council consider a Master Lease Agreement with Enterprise for the immediate addition of one vehicle within the Police Department, and one vehicle within the Fire Department, and that Enterprise perform fleet management activities including procurement and disposal, and maintenance of these City vehicles. Please see Attachment No. 2 for the Enterprise Fleet Management Fleet Synopsis. Staff would like to immediately begin with a pilot program to determine how the program will work. Advantages of using the program include:

- Allowing the City to begin an organized replacement of its aged fleet;
- Maximizing cash flow opportunities by creating ongoing annual payment for fleet services versus funding the entire cost of a vehicle up front;
- Leveraging the expertise of an Enterprise fleet manager to make recommendations to the City regarding available options and ensures the City receives the best rebates and bids by utilizing State procurement contracts coupled with experience as the world's largest fleet operator;
- Increasing employee safety, efficiency and satisfaction by enabling quicker replacement of outdated and unreliable vehicles. The vehicles will be procured and equipped according to staff needs, then delivered in a turn-key fashion;
- Reducing CO<sub>2</sub> emissions from aged vehicles by procurement of new, environmentally friendly equipment; and
- Reducing the amount of City staff time spent on procurement, disposal, equipping and maintaining the City fleet.

Lease cycles for most vehicles are sixty (60) months, although the City may want to consider a slightly shorter term with pursuit vehicles. Utilizing this program will provide a consistent preventive maintenance cycle and substantially reduce repair expenses and potential vehicle downtime. The proposed lease for all vehicles will be an "Open Ended Equity" Lease which at the end of the lease cycle, the City will have the option to continue using the vehicle in the City fleet (an approximate \$400 service charge will be due at the end of the lease for each vehicle) or can exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). Enterprise will also provide a full maintenance program for all leased vehicles which includes 24-hour roadside assistance (does not cover tires and brakes) which can all be outsourced using local and/or preferred vendors. The City will work with Enterprise to include local auto service providers in Enterprise's eligible provider network.

Replacement of the City's older vehicles would also result in a significant reduction in annual greenhouse gas emissions. The initial vehicles for this program will include a new Code Enforcement Vehicle and a new Fire Department SUV, as the City only has two vehicles for three Code Enforcement Officers and the City needs an additional Fire Department SUV.

#### Public Agency Testimonials:

Staff reached out to multiple public agencies of similar size to the City of Suisun to reference check the feedback from current Enterprise Master Lease Agreement participants. Feedback was

positive. April Mitts, Finance Director City of St. Helena, stated that “Our experience has been great.” and “Getting vehicles and quotes from them have been really easy. I am definitely happy with their services as well as the other tools they provide to us and our staff.” Andrew White, Police Chief of the City of Clearlake stated that “No complaints about Enterprise. It’s much more of a wrap around service than Ford. They handle all the procurement and oversee service etc. With Ford I was doing all the ordering myself and basically, they just did the financing end.” Derek Rayner, Deputy Director of Public Works of the City of Calistoga, stated that “The former City Manager initiated the program about six (6) months ago starting with replacement of several ten (10) year old trucks for the Wastewater Division and we are expecting the second round of replacement vehicles for their Maintenance Division to show up next week. So far the program is working, and staff are really excited about replacement of their old worn out vehicles.” Each reference provided some recommendations for implementation of the system and said they would be available to answer any further questions that Staff may have.

Additional Financial Information:

Based on preliminary quotes received, the total annual cost to lease vehicles is dependent on the vehicle selected and options selected by the City. The price range for the vehicles currently being quoted begins at \$465.44/mo. for a Passenger Van or \$882.86/mo. for a 2-Ton Cab Chassis Flatbed Truck. Menu pricing for City Fleet replacement vehicles (non-police department) is shown on page 5 (including maintenance and lease finance charges) of Attachment No. 2 Fleet Synopsis. Menu pricing for City Police Department initial replacement vehicle is shown on page 7 (including maintenance and lease finance charges) of Attachment No. 2 Fleet Synopsis. Enterprise procures all vehicles at the same competitive bid price as the State of California. In addition, Enterprise procurement staff provide information on rebates, discounts and various methods to reduce procurement costs for City staff.

According to the provided supporting evidence on page 4 of Attachment No. 2 Fleet Synopsis, if twenty (20) of the oldest/highest mileage vehicles are replaced and participate in the fleet management program, the reduction of fuel and maintenance costs is expected to reduce significantly across the fleet, providing an annual average sustainable savings of approximately \$17,089. According to the provided supporting evidence on page 8 of Attachment No. 2 Fleet Synopsis, if the Police fleet vehicles are replaced and participate in the fleet management program the average annual savings is approximately \$6,613. Based on the recommended replacement schedule for the entire City fleet, the ten (10) year overall savings to the City would be approximately \$254,352.

Enterprise earns its revenue by receiving a 6.12% lease finance charge which is amortized over the term of the lease, as well as a 0.10% management fee. Vehicle leasing costs will be budgeted annually on an ongoing basis from the appropriate funding source eliminating the need to budget significant amounts of one-time funding for as-needed vehicle replacement needs. Additionally, the City will utilize Enterprise to dispose of City-owned vehicles which are replaced.

The City is member of the cooperative purchasing organization, Sourcewell (formerly National Joint Powers Authority), a member-focused public cooperative of more than 50,000 member agencies throughout the United States. The City’s membership in Sourcewell provides access to a purchasing cooperative that streamlines procurement procedures. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority gained through Minnesota Statute 123A.21, but recognized nationally. In addition, Sourcewell has already performed a nationally advertised fleet management RFP where they received six responses and

Enterprise Fleet Management was ranked #1 out of the respondents and was selected as the vendor. This allows the City to enter into the recommended agreement with Enterprise Fleet Management.

Lastly, by partnering with Enterprise Fleet Management, it is estimated that the City will reduce maintenance costs by as much as seventy-five percent (75%) upon full implementation of the program. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace all its vehicles within as little time as five (5) years and save up to a projected \$23,702 per year.

Staff recommends that the Council authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based on the funding appropriated in the annual budget each year. If recommended needs require additional resources, the City Manager would return to Council to request a budget adjustment.

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**RECOMMENDATION:** Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the Replacement of City Vehicles.

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**ATTACHMENTS:**

1. Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the Replacement of City Vehicles.
2. Fleet Synopsis – City of Suisun City
3. Master Equity Lease Agreement
4. Maintenance Agreement
5. Maintenance Management Agreement
6. Self-Insurance Agreement

**RESOLUTION NO. 2019-\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER EQUITY  
LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR  
THE REPLACEMENT OF CITY VEHICLES.**

**WHEREAS**, the City currently owns and maintains 44 vehicles used by City departments to provide services; and

**WHEREAS**, the current fleet is less reliable, more expensive to manage and repair, emits greater pollution than newer vehicles, and does not take advantage of improved safety equipment that comes standard on new vehicles; and

**WHEREAS**, under the Governmental Fleet Management Program, cities may contract with Enterprise Fleet Management and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services and insurance; and

**WHEREAS**, entering into a Master Lease Agreement allows the City to begin an organized replacement of its aged fleet.

**NOW, THEREFORE, BE IT RESOLVED** the Suisun City Council hereby approves the Master Equity Agreement, and authorizes the City Manager to execute an agreement with Enterprise Fleet Management for the replacement of City vehicles, and take other actions as necessary to implement the program.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 4<sup>th</sup> day of June 2019 by the following vote:

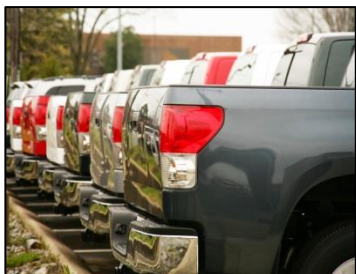
**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 4th day of June 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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## FLEET MANAGEMENT

# FLEET SYNOPSIS | CITY OF SUISUN CITY



City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585

[Enterprise Fleet Management, Inc.](#)  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

[Kristy Wilhite](#)  
Account Executive  
2633 Camino Ramon, Suite 400  
San Ramon, CA 94583  
(925) 359-6541 Office  
(415) 246-6416 Cell  
[kristy.m.wilhite@efleets.com](mailto:kristy.m.wilhite@efleets.com)

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# FLEET SYNOPSIS | CITY OF SUISUN CITY

## BACKGROUND

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- Total Vehicles: 45, including 22 police vehicles
- Average age of vehicles: 13 years

## THE SITUATION

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The City of Suisun City is looking for a solution to provide predictability and consistency in their fleet replacement plan:

- 75% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable causing employee downtime.
- It would take 10 years to cycle out the entire fleet at current acquisition rates.

## THE OBJECTIVES

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Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease\* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth. The integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and improves the overall safety of the fleet.

\*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

## THE RESULTS

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By partnering with Enterprise Fleet Management, it is estimated that Suisun City will reduce maintenance costs by 78%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book (auction) values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace all of its vehicles within 5 years and the police department within 8 years. Sustainable annual savings of \$23,702.

## CLIENT TESTIMONIAL

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*"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."*

*– Lisa Fowler, Finance Director (Former Public Works Director), City of San Marcos*

## DUE DILLIGENCE

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Suisun City is a member of the cooperative purchasing organization, Sourcewell (formerly NJPA). As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. The nationally advertised fleet management bid process through Sourcewell received six responses and Enterprise Fleet Management was top ranked out of the respondents. *Scoring matrix on following page.*

# SUPPORTING EVIDENCE | CITY OF SUISUN CITY

## Sourcewell Proposal Evaluation

### Form G FLEET MANAGEMENT SERVICES



Possible Points	Acme Auto Leasing	AutoFlex AFV, Inc. DBA Clean Cities Leasing	Automotive Rentals, Inc. (ARI)	Commercial Vehicle Leasing, LP DBA D&M Leasing	Enterprise Fleet Management	Merchants Fleet Management
Conformance to Terms/ Conditions to Include	34	33	43	39	36	43
Documentation	247	296	319	305	327	353
Pricing	75	58	62	64	68	58
Financial, Industry and Marketplace Successes	71	73	85	80	94	80
Bidder's Ability to Sell/ Service Contract Nationally	38	37	45	42	44	41
Bidder's Marketing Plan	61	61	67	66	67	57
Value Added Attributes	41	36	42	42	44	42
Warranty Coverages and Information	151	133	172	164	174	169
Selection and Variety of Products and Services Offered	705	727	835	802	854	843
<b>Total Points</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>2</b>
<b>Rank Order</b>						

Documented by:  
*James Voelker* 7/25/2018 | 3:45 PM CDT  
James Voelker, Sourcewell

Documented by:  
*Heather C Pickett* 7/26/2018 | 8:10 AM CDT  
Heather Pickett, Sourcewell

Documented by:  
*Chris Robinson* 7/25/2018 | 3:44 PM CDT  
Chris Robinson, Sourcewell

Documented by:  
*Michael Munoz* 7/26/2018 | 8:02 AM CDT  
Michael Munoz, Sourcewell

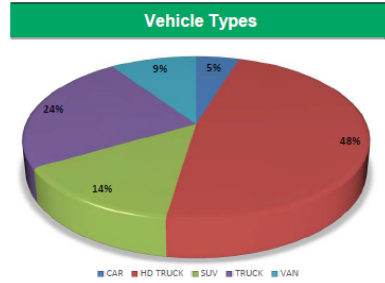
# SUPPORTING EVIDENCE | CITY OF SUISUN CITY

## City of Suisun City - Fleet Profile

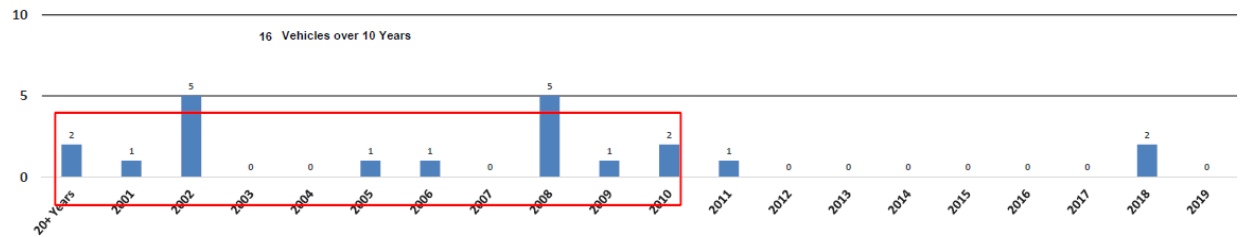
Fleet Profile				Fleet Replacement Schedule					Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	2023	Under-Utilized
Mid-size Sedan	1	13.4	4,500	0	0	0	1	0	0
Minivan-Passenger	1	17.5	4,000	1	0	0	0	0	0
1 Ton Van Cargo	1	17.5	2,100	1	0	0	0	0	0
Compact SUV 4x2	1	11.4	300	0	0	0	0	0	1
Full Size SUV 4x4	2	1.3	2,400	0	0	0	0	1	1
Compact Pickup Reg 4x2	1	20.5	2,400	0	0	0	0	0	1
Compact Pickup Ext 4x2	1	11.4	2,600	0	0	1	0	0	0
1/2 Ton Pickup Reg 4x2	2	9.4	5,400	0	0	2	0	0	0
1/2 Ton Pickup Quad 4x4	1	10.4	4,100	0	0	0	1	0	0
3/4 Ton Pickup Reg 4x2	5	14.5	4,600	1	3	0	1	0	0
1 Ton Pickup Quad 4x4	2	18.0	5,000	2	0	0	0	0	0
1 Ton Cab Chassis	2	11.4	4,100	0	1	1	0	0	0
Med Duty Cab Chassis	1	17.5	5,700	1	0	0	0	0	0
Totals/Averages	21	13.0	3,900	6	4	4	3	1	3

Developed replacement schedule with Matt Medill

\* Underutilized = Annual Mileage less than 2,500



### Model Year Analysis

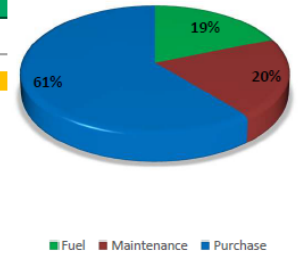


## City of Suisun City - Fleet Planning Analysis

Current Fleet	21	Fleet Growth	-2.18%	Proposed Fleet	19
Ideal Cycle	10.00	Annual Miles	4,300	Proposed Cycle	5.00
Current Maint.	\$102.00	Insurance	\$0.00	Proposed Maint.	\$24.75
Fuel Info		MPG	11	Price/Gallon	\$3.25

### Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost						Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Equity	Fuel	Fleet Budget	Net Cash	
Incl. Tax												
Average	21	2.1	21	0	78,298	0	25,704	-2,000	24,198	126,200	0	
'20	20	6	14	6	0	51,958	18,918	-21,000	21,929	71,805	54,394	
'21	19	4	9	10	0	86,326	13,987	-16,000	20,218	104,530	21,669	
'22	19	4	4	14	0	118,470	9,055	-20,400	17,352	124,477	1,723	
'23	19	3	1	17	0	136,280	6,274	-6,000	16,158	152,712	-26,513	
'24	19	2	0	19	0	136,280	5,644	-70,636	16,636	87,924	38,276	
'25	19	6	0	19	0	136,280	5,644	-54,830	16,636	103,730	22,470	
'26	19	4	0	19	0	136,280	5,644	-43,162	16,636	115,398	10,802	
'27	19	4	0	19	0	136,280	5,644	-34,742	16,636	123,817	2,382	
'28	19	3	0	19	0	136,280	5,644	-43,877	16,636	114,683	11,517	
'29	19	2	0	19	0	136,280	5,644	-70,636	16,636	87,924	38,276	
10 Year Savings										\$174,996	Avg. Sustainable Savings	\$17,089



### Current Fleet Equity Analysis

YEAR	2020	2021	2022	2023	2024
QTY	7	4	4	3	0
RESALE	\$3,000	\$4,000	\$5,100	\$2,000	\$0
TOTAL	\$21,000	\$16,000	\$20,400	\$6,000	\$0
Estimated Current Fleet Equity**					\$63,400

### Summary

10 Year Savings	\$174,996
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### Key Objectives

- Lower average age of the fleet
  - 75% of the fleet is over 10 years old
  - Reduce overall vehicle age from **12.2 to 5**
  - Significant advancements in vehicle safety technology, **Airbag Standardization, Back up Camera standardization, Electronic Stability Control**
- Reduce operating costs
  - Reduction in maintenance cost
  - Reduction of fuel expense through Federal Cafe Standards improvement
- Long Term Sustainability
  - Quarterly Review and Annual year over year assessments to ensure results are achieved

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

\*\*\*Net Cash is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity

# SUPPORTING EVIDENCE | CITY OF SUISUN CITY

## City of Suisun City Menu Pricing



Equity Lease Menu Pricing													
Year	Make	Model	Trim Level	Quantity by type	Term	Estimated Annual Mileage	Down Payment*	Monthly Lease Cost	Monthly Maintenance Cost	Annual Lease Payment by Quantity	Annual Cost Including Maintenance by Quantity	Estimated Equity at Term	Net Annual Cost Including Equity by Quantity
Passenger Minivan													
2019	Dodge	Grand Caravan	SE Front-wheel Drive Passenger Van	1	60	5,000	\$0.00	\$465.44	\$24.17	\$5,585.28	\$5,875.32	\$5,013.12	\$4,472.70
1 Ton Cargo Van <sup>1</sup>													
2019	RAM	ProMaster 3500	High Roof Extended Cargo Van 159 in. WB	1	60	5,000	\$0.00	\$709.17	\$25.52	\$8,510.04	\$8,816.28	\$9,896.03	\$6,437.07
3/4 Ton Pickup, Regular Cab 4x2, Utility Body <sup>2</sup>													
2019	Ford	F-250	XL 4x2 Regular Cab 8 ft. box 142 in. EB SRW (box delete)	1	60	5,000	\$2,021.25	\$680.62	\$26.00	\$8,167.44	\$8,479.44	\$10,836.02	\$5,912.24
1 Ton Pickup, Crew Cab 4x4 <sup>3</sup>													
2019	Ford	F-350	XL 4x4 SD Crew Cab 8.75 ft. box 160 in. WB	2	60	5,000	\$0.00	\$795.96	\$26.34	\$19,100.64	\$19,732.80	\$7,364.97	\$17,859.81
2 Ton Cab Chassis Flatbed <sup>4</sup>													
2019	Ford	F-550 Chassis	XL 4x2 SD Regular Cab 145 in. WB DRW	1	60	5,000	\$6,000.00	\$882.86	N/A	\$10,584.32	\$10,584.32	\$12,230.60	\$7,749.20
										\$51,957.72	\$55,498.16		

Lease rates are based upon 2019MY factory order pricing and miles per year

Maintenance does not include brakes and tires

Pricing does not include expected return on equity at end of lease

Pricing includes 6.375% tax for Suisun City, CA

\*Down payment required on aftermarket equipment over \$5,000.

<sup>1</sup>1-ton cargo van includes backup camera and sensors, interior shelving, work bench and 100 watt power inverter.

<sup>2</sup>3/4-ton pickups (box delete) include utility body w/rooftop ladder rack, backup camera and sensors, amber flashing beacon, tow package.

<sup>3</sup>1-ton pickups include backup cameras and sensors, tow package, low profile cross box, amber flashing beacon, wench.

<sup>4</sup>2-ton cab chassis include flatbed, tool boxes, liftgate, water tank, generator, amber flashing beacon, backup camera and tow package

Suisun City Projected Fleet Costs

LIGHT DUTY VEHICLES

Department	Year	Make	Current		Odometer	Budget Year Replacement	Ideal Vehicle	EFM Lease Cost					
			Model	Year				BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	
PWM	2002	Ford	F350 Lariat 4wd Ext cab (1200 lb winch)	2019	93,696	2020	1 Ton Pickup Quad 4x4	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550
PWM	2001	Dodge	Rem 1500 2wd Reg cab (spray truck)	2019	85,333	2020	1 Ton Pickup Quad 4x4	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550
Building Maint.	2002	Dodge	1/2 Ton Van	2019	37,149	2020	1 Ton Van Cargo	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510
PWM	2002	Ford	E350 Chassis diesel w/flatbed body	2019	58,929	2020	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
Split Department	2002	Ford	Explorer	2019	69,801	2020	Minivan-Passenger	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585
PWM	2008	Ford	F250 reg cab 2wd, utility bed w/ladder rack	2019	47,333	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
PWM	2008	Ford	F250 reg cab 2wd, utility bed w/ladder rack	2019	71,755	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
PWM	2008	Ford	F250	2019	67,354	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
PWM	2010	Ford	F150	2019	28,954	2022	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
PWM	2010	Ford	F150, reg cab 2wd	2019	72,644	2022	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
Building Inspections	2006	Ford	Ranger SuperCab, 2wd	2019	30,085	2022	Compact Pickup Ext 4x2	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942
Housing	2008	Pontiac	Grand Prix	2019	60,000	2023	Sedan	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119
Fire	2009	Ford	F150, crew, 4wd	2019	43,187	2023	3/4 Ton Pickup Ext 4x4	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117
Fire	1999	Ford	3/4 Ton, ext, 2wd	2019	72,059	2023	Sedan (for Marina Dept)	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575
PW Dept. Head	2008	Ford	Escape	2019	3,972	2024	Compact SUV	\$	\$	\$	\$	\$	\$ 4,989
Building Maint.	1999	GMC	Sonoma	2019	105,676	Sell in 2019	Do Not Replace	\$	\$	\$	\$	\$	\$
<b>Light Duty Lease Total</b>								\$ 41,363	\$ 65,866	\$ 88,142	\$ 105,953	\$ 110,942	\$ 110,942
<b>Fixed Maintenance Total</b>								\$ 1,540	\$ 2,476	\$ 3,384	\$ 4,430	\$ 4,774	\$ 4,774
<b>Lease and Maintenance Total</b>								\$ 42,904	\$ 68,342	\$ 91,527	\$ 110,383	\$ 115,716	\$ 115,716

MEDIUM DUTY/ERV VEHICLES

Department	Year	Make	Current		Odometer	Budget Year Replacement	Ideal Vehicle	EFM Lease Cost					
			Model	Year				BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	
Fire	2019*					2020	Chevrolet Tahoe	\$ 16,508	\$ 16,508	\$ 16,508	\$ 16,508	\$ 16,508	\$ 16,508
PWM	2002	Ford	F550 Flatbed w/lift gate	2019		2020	2 Ton Cab Chassis w/Flatbed	\$ 10,594	\$ 10,594	\$ 10,594	\$ 10,594	\$ 10,594	\$ 10,594
PWM	2005	Chevrolet	Silverado 3500 Cab Chassis 2wd w/Flatbed	2019	58,958	2021	1 Ton Cab Chassis w/Flatbed	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866
PWM	2011	Ford	F350, regular cab, DRW (flatbed)	2019	33,624	2022	1 Ton Cab Chassis w/Flatbed	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866
Fire	2018	Chevrolet	Tahoe	2019	3,532	TBD	Full Size SUV 4x4	\$	\$	\$	\$	\$	\$
Fire	2018	Chevrolet	Tahoe	2019	2,019	TBD	Full Size SUV 4x4	\$	\$	\$	\$	\$	\$
<b>Medium Duty Lease Total</b>								\$ 27,102	\$ 36,968	\$ 46,835	\$ 46,835	\$ 46,835	\$ 46,835
<b>Total Lease for Replacement</b>								\$ 51,958	\$ 86,326	\$ 118,470	\$ 136,280	\$ 141,269	\$ 141,269
<b>Current Fleet Estimated Equity</b>								\$ (18,500)	\$ (16,000)	\$ (20,400)	\$ (6,000)	\$ (3,500)	\$ (3,500)
<b>Total Fleet Lease w/Maint.</b>								\$ 70,006	\$ 105,311	\$ 138,362	\$ 157,217	\$ 162,551	\$ 162,551
<b>Aftermarket Down Payment</b>								\$ 38,473	\$ 12,064	\$ 8,793	\$ 3,271	\$ -	\$ -
<b>Budget Year Total</b>								\$ 89,979	\$ 101,374	\$ 126,754	\$ 154,488	\$ 159,051	\$ 159,051
								BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	BY 2024

\*New vehicle added to the fleet, not replacement

Lease costs are based on 2019 factory order pricing and anticipated annual mileage

Lease costs include depreciation, tax, management fee and interest

Budget year replacement based on PW plan, final pricing will be provided once vehicle and aftermarket are finalized

Fixed maintenance rates provided for light duty vehicles



# SUPPORTING EVIDENCE | SUISUN CITY POLICE

## City of Suisun City - PD - Fleet Profile

### Fleet Profile | Fleet Replacement Schedule | Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	Budget - 2019	Budget - 2020	Budget - 2021	Budget - 2022	Budget - 2023	Budget - 2024	Budget - 2025	Budget - 2026
				0	0	0	0	0	0	0	0
Mid-size Sedan	2	4.3	6,300	0	0	0	0	0	2	0	0
Full-size Sedan	9	4.3	11,700	0	0	4	1	4	0	0	0
Full-size Non-Passenger	1	14.4	5,500	0	0	0	1	0	0	0	0
Compact SUV 4x2	3	4.0	4,000	0	0	0	0	0	0	0	0
Mid Size SUV 4x4	8	2.9	6,900	0	2	0	2	3	0	0	1
Compact Pickup Quad 4x2	1	1.0	2,500	1	0	0	0	0	0	0	0
3/4 Ton Pickup Reg 4x2	1	4.3	4,700	0	0	0	0	0	0	0	1
<b>Totals/Averages</b>	<b>25</b>	<b>4.1</b>	<b>7,800</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>3</b>

Developed Replacement schedule with Commander, Jeremy Crona

## City of Suisun City Police Department

### Menu Pricing

Equity Lease Menu Pricing											
Year	Make	Model	Trim Level	Term	Estimated Annual Mileage	Down Payment	Monthly Lease Cost	Monthly Maintenance Cost	Annual Cost Including Maintenance	Estimated Equity at Term	Net Annual Cost Including Equity
2018	Toyota	Tacoma	SR V6 (A6) 4x2 Access Cab 127.4 in. WB	60	10,000	\$2,226.44	\$597.25	\$38.17	\$8,705.04	\$10,014.00	\$6,392.24

Lease rates include an estimated markup for variance in dealer inventory unit pricing  
 Maintenance does not include brakes and tires  
 Pricing includes aftermarket equipment installation by Wattco, per quote TSFTQ1175-A  
 Down payment, equivalent to 25% of aftermarket equipment installation, due at time of delivery  
 Pricing includes 8.375% tax for Suisun City, CA

# SUPPORTING EVIDENCE | SUISUN CITY POLICE

**Suisun City Police Department Projected Fleet Costs**

Purpose	Current			Odometer	Budget Year Replacement	Ideal Vehicle	EFM Lease Cost								
	Year	Make	Model				BY 2019	BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	BY 2025	BY 2026	
<b>NON-PURSUIT VEHICLES</b>															
1	CSO	2019*				Tacoma	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247
2	Property & Evidence	2005	Chevy	Express 3500 Van	2022	1 Ton Van									
3	CSO	2015	Ford	Escape	2024	Compact SUV									
4	CSO	2015	Ford	Escape	2024	Compact SUV									
5	Admin pool	2015	Ford	Fusion	2024	Sedan									
6	Admin pool	2015	Ford	Fusion	2024	Sedan									
7	SSTO	2016	Ford	Escape	2026	Compact SUV									
8	General Use	2015	Ford	F250	2026	3/4 Ton Ext Cab Pickup 4x2									
<b>Non-Pursuit Lease Total</b>							\$ 8,247	\$ 8,247	\$ 8,247	\$ 16,937	\$ 16,937	\$ 40,886	\$ 40,886	\$ 55,403	
<b>Fixed Maintenance Total</b>							\$ 2,477	\$ 2,478	\$ 2,479	\$ 2,786	\$ 2,787	\$ 4,164	\$ 4,165	\$ 4,882	
<b>Lease and Maintenance Total</b>							\$ 10,724	\$ 10,725	\$ 10,726	\$ 19,723	\$ 19,724	\$ 45,051	\$ 45,052	\$ 60,285	
<b>PURSUIT VEHICLES</b>															
Purpose	Year	Make	Model	Odometer	Budget Year Replacement	Ideal Vehicle	BY 2019	BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	BY 2025	BY 2026	
9	Patrol	2020*			2020/2025	Interceptor SUV	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	
10	Patrol	2021*			2020/2025	Interceptor SUV	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	
11	Patrol	2015	Ford	Interceptor Sedan	2021/2026	Interceptor SUV									
12	Patrol	2015	Ford	Interceptor Sedan	2021/2026	Interceptor SUV									
13	Patrol	2015	Ford	Interceptor Sedan	2021/2026	Interceptor SUV									
14	Patrol	2015	Ford	Interceptor Sedan	2021/2026	Interceptor SUV									
15	Patrol	2015	Ford	Interceptor SUV	2022	Interceptor SUV									
16	Patrol	2015	Ford	Interceptor Sedan	2022	Interceptor SUV									
17	Patrol	2016	Ford	Interceptor SUV	2022	Interceptor SUV									
18	Admin	2015	Ford	Interceptor Sedan	2023	Interceptor SUV									
19	Patrol	2015	Ford	Interceptor SUV	2023	Interceptor SUV									
20	Patrol	2015	Ford	Interceptor Sedan	2023	Interceptor SUV									
21	Patrol	2015	Ford	Interceptor SUV	2023	Interceptor SUV									
22	Patrol	2017	Ford	Interceptor SUV	2023	Interceptor SUV									
23	Admin	2015	Ford	Interceptor Sedan	2023	Interceptor SUV - unmarked									
24	Investigations	2015	Ford	Interceptor Sedan	2023	Interceptor SUV - unmarked									
25	Admin	2017	Ford	Interceptor SUV	2026	Interceptor SUV - unmarked									
<b>Pursuit Lease Total</b>							\$ -	\$ 19,776	\$ 59,328	\$ 88,992	\$ 157,174	\$ 157,174	\$ 157,174	\$ 166,545	
<b>Current Fleet Estimated Equity</b>							\$ -	\$ -	\$ (16,000)	\$ (16,500)	\$ (29,000)	\$ (24,500)	\$ (19,000)	\$ (55,500)	
<b>Total Fleet Lease Costs</b>							\$ 8,247	\$ 28,023	\$ 67,575	\$ 105,929	\$ 174,111	\$ 198,061	\$ 198,061	\$ 198,061	\$ 221,948
<b>Total Fleet Lease w/Maint.</b>							\$ 10,724	\$ 30,501	\$ 70,054	\$ 108,715	\$ 176,898	\$ 202,225	\$ 202,225	\$ 202,226	\$ 226,831
<b>Aftermarket Down Payment</b>							\$ 2,226	\$ 14,089	\$ 28,178	\$ 21,133	\$ 35,222	\$ 9,226	\$ 9,226	\$ 14,089	\$ 32,449
<b>Budget Year Total</b>							\$ 12,950	\$ 44,590	\$ 82,232	\$ 113,348	\$ 183,120	\$ 186,951	\$ 197,315	\$ 203,779	

*\*New vehicle added to the fleet, not replacement  
Lease costs are based on pricing for similar vehicles in other Northern CA cities  
Lease costs include depreciation, tax, management fee and interest  
Budget year replacement based on current PD plan, final pricing will be provided  
once vehicle and aftermarket are finalized  
Fixed maintenance rates provided for non-pursuit rated vehicles*

Current Lease Spend	\$210,392
Est. EFM Fleet Spend*	\$203,779
Avg. Annual Savings	\$6,613



# MEDIA & CASE STUDY | CITY OF SUISUN CITY

## CASE STUDY | CITY OF SAN MARCOS



### The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

#### BACKGROUND

Location: San Marcos, CA  
Industry: Government  
Total vehicles: 90 vehicles

#### THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

#### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

**“The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City’s dynamic fleet needs without sacrificing service.”**

– Lisa Fowler, Public Works Manager- Administration & Fleet

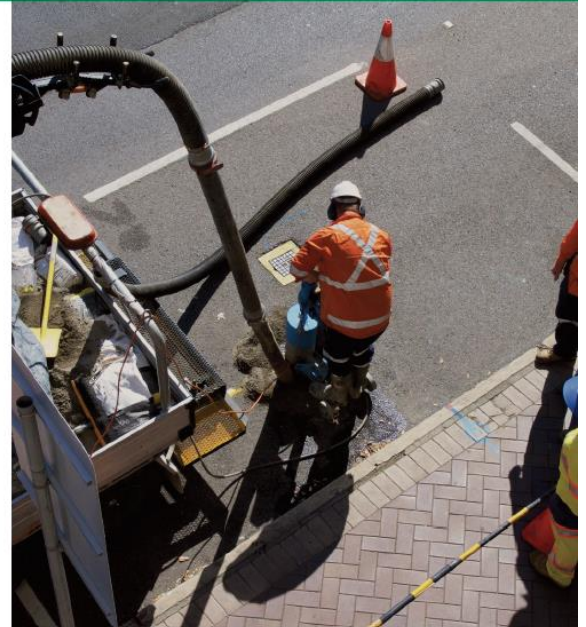
The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

#### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

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#### Key Results

**27%  
DECREASE  
IN FLEET COSTS**



**RIGHT-SIZED  
FLEET BY 10%  
FOR BETTER  
UTILIZATION**

**REPLACED  
90 VEHICLES  
OVER A 3-YEAR PERIOD**



## MEDIA & CASE STUDY | CITY OF SUISUN CITY

# GOVERNMENT FLEET

## Calif. county expects to save \$2M through leasing

Government Fleet

January 7, 2019

Kern County, Calif., expects to save \$2 million in vehicle maintenance and replacement costs over the next five years by leasing its fleet vehicles, according to a release from **Enterprise Fleet Management**, its leasing partner.

Kern County had experienced eight consecutive years of significant cuts to its fleet management budget. The cuts forced the county to keep vehicles in its fleet well beyond 10 years, which led to increased maintenance fees, longer downtime for vehicles, lower gas mileage, and higher emissions, as well as reliability and safety concerns.

“Without the capital to purchase new vehicles, we started looking at leasing options,” said Sandi Formhals, Kern County Senior Chief Administrative Officer Manager. She said the leasing program took into account the total cost of ownership, including maintenance, downtime, fuel efficiency, and resale.

The department makes a lower monthly lease payment than the county fleet maintenance rate. Another cost savings is in optimizing the replacement time of the vehicle, allowing the county to recoup more in remarketing funds. Additionally, Enterprise’s many service locations allow drivers to get their vehicles serviced in other areas besides the single fleet maintenance garage.

As part of the initial pilot program, Enterprise Fleet Management helped Kern County acquire and manage a fleet of 111 vehicles. The county has more than 350 10-year-old vehicles in its fleet and anticipates even greater cost savings as the program is scaled in the future.

The California State Association of Counties (CSAC) recognized Kern County with a 2018 Merit Award for its leasing partnership with Enterprise Fleet Management. The CSAC Challenge Awards recognize the innovative and creative spirit of California county governments as they find new and effective ways of providing programs and services to their citizens.

<https://www.government-fleet.com/322235/calif-county-expects-to-save-2m-through-leasing>

# PROGRAM RESOURCES | CITY OF SUISUN CITY

## SAFETY

- 17 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.
- 19 vehicles predate Electronic Stability Control. According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

## ACCOUNT MANAGEMENT

The City of Suisun City will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with the City at minimum 3 times a year- 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges

## ACCOUNTABILITY

During the Annual Client Review (ACR), your Account Manager will provide analysis and cost comparisons for year over year fleet activities and spending. The reason for these meetings is to provide visibility and oversight into the partnership and actual reporting on savings or costs associated with the program.

*The below examples come from an actual ACR earlier this year:*

## SPEND DETAILS

Spend Category	Current Period	Fleet Average	Cost/Unit	Prior Period	Fleet Average	Cost/Unit
Lease Expense	\$130,438	74	\$147.72	\$293,136	72	\$337.71
Fuel	\$0	0	\$0.00	\$0	0	\$0.00
Additional Fuel Expense	\$0	-	-	\$0	-	-
Maintenance and Fees	\$58,718	79	\$62.33	\$52,545	77	\$56.87
Risk Management	\$41,682	80	\$38.96	\$39,918	76	\$40.28
License, Title and Tax	\$8,111	80	\$7.58	\$15,374	76	\$15.51
Citations	\$63	0	\$0.06	\$0	0	\$0.00
Other	\$753	-	-	-\$83	-	-
<b>Total Spend</b>	<b>\$239,765</b>	<b>-</b>	<b>\$224.08</b>	<b>\$400,890</b>	<b>-</b>	<b>\$404.53</b>


# PROGRAM RESOURCES | CITY OF SUISUN CITY

## Annual Client Review Examples

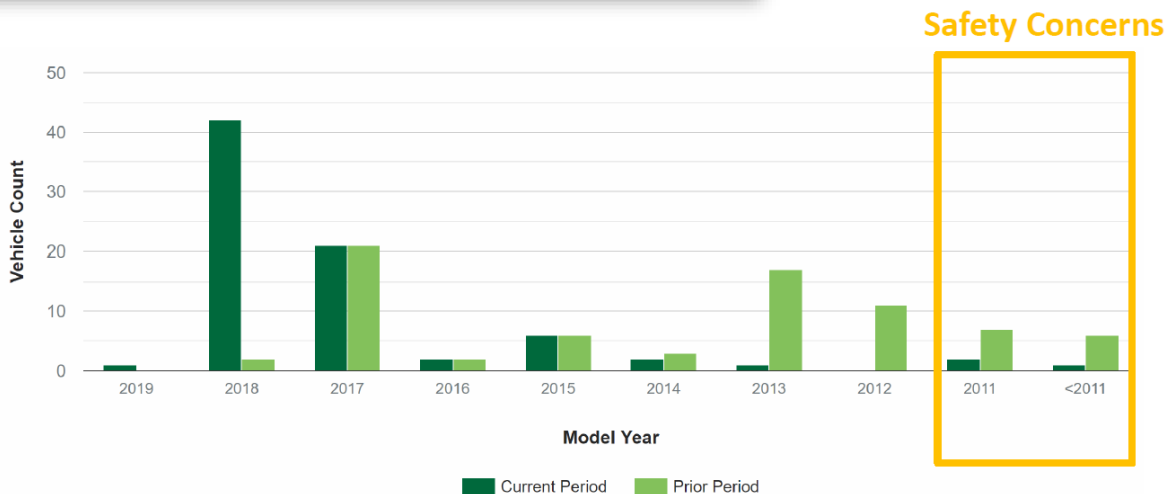
### ENTERPRISE RESALE ADVANTAGE

	Current Period	% Change
Number of Vehicles Sold	37	85.00% ↑
Average Months in Service	69.4	2.74% ↑
Average Ending Odometer	43,200	34.05% ↓
Average Days to Sell	10.76	20.22% ↑
Average Sale Price	\$11,060.81	16.18% ↑
Total Gain/Loss	\$316,286.39	115.52% ↑
Average Gain/Loss	\$8,548.28	16.50% ↑
% of Industry Benchmark	130.46%	5.13% ↑
Average Condition Impact	\$210.03	67.81% ↓

	<b>Average Effective Depreciation</b>	<b>\$10,416.68</b>
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### FLEET PROFILE



#### Key Observations

- Average Annual Odometer: **10,371**
- Average Age: **2016** (significantly improved from previous year when avg. was 2013)
- 2011 & older vehicles predate ESC (electronic stability control) standardization in 2012

# PROGRAM RESOURCES | CITY OF SUISUN CITY

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction





# REFERENCES | CITY OF SUISUN CITY

## CURRENT PARTNERS

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- City of Clearlake
- City of St. Helena
- City of Calistoga
- West Contra Costa Unified School District
- City of West Sacramento
- City of Anderson
- Antioch Unified School District
- Bay Area Air Quality Management District
- Cal Maritime University
- City of San Marcos
- Hayward Area Recreation District
- San Ramon Valley Fire Protection District

## REFERENCES

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Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Agency Name: [City of Clearlake](#)

Contact Person: Alan Flora, City Manager

Business Phone #: (707) 994-8201 x122

Email: aflora@clearlake.ca.us

Agency Name: [City of St. Helena](#)

Contact Person: April Mitts, Finance Director

Business Phone #: (707) 968-2751

Email: amitts@cityofsthelena.org

Agency Name: [City of Anderson](#)

Contact Person: LT. Rocky Harphan, Police Department

Business Phone #: (530) 378-6611

Email: rharphan@ci.anderson.ca.us



### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 26th day of February, 2019, 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.

(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.



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

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

**11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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: City of Suisun City, California

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 \_\_\_\_\_

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**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this 26th day of February 2019, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Suisun City, California ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 26th day of February 2019, 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

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: City of Suisun City, California

EFM: Enterprise Fleet Management, Inc.

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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



**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the 26th day of February, 2019, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Suisun City, California (the "Company").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

Company: City of Suisun City, California

EFM: Enterprise Fleet Management, Inc.

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

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

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

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

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

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

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

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

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

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





**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated 26th day of February, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Suisun City, California

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

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

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

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

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

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

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

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# City of Suisun City Fleet Synopsis



## FLEET MANAGEMENT

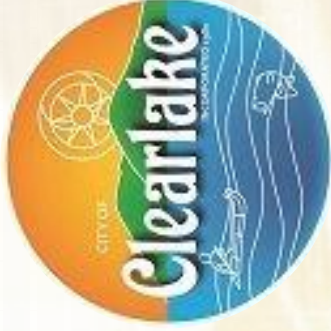
June 4, 2019

Presented by: Kristy Wilhite, Account Executive, SF Bay Area





# PARTNERSHIPS ACROSS NORTHERN CA



# COOPERATIVE PURCHASING AGREEMENT

## Sourcewell (formerly NJPA)

- Service cooperative governed by local elected municipal officials and school board members
- Nationally advertised
- Enterprise ranked #1 out of 6 respondents for fleet management



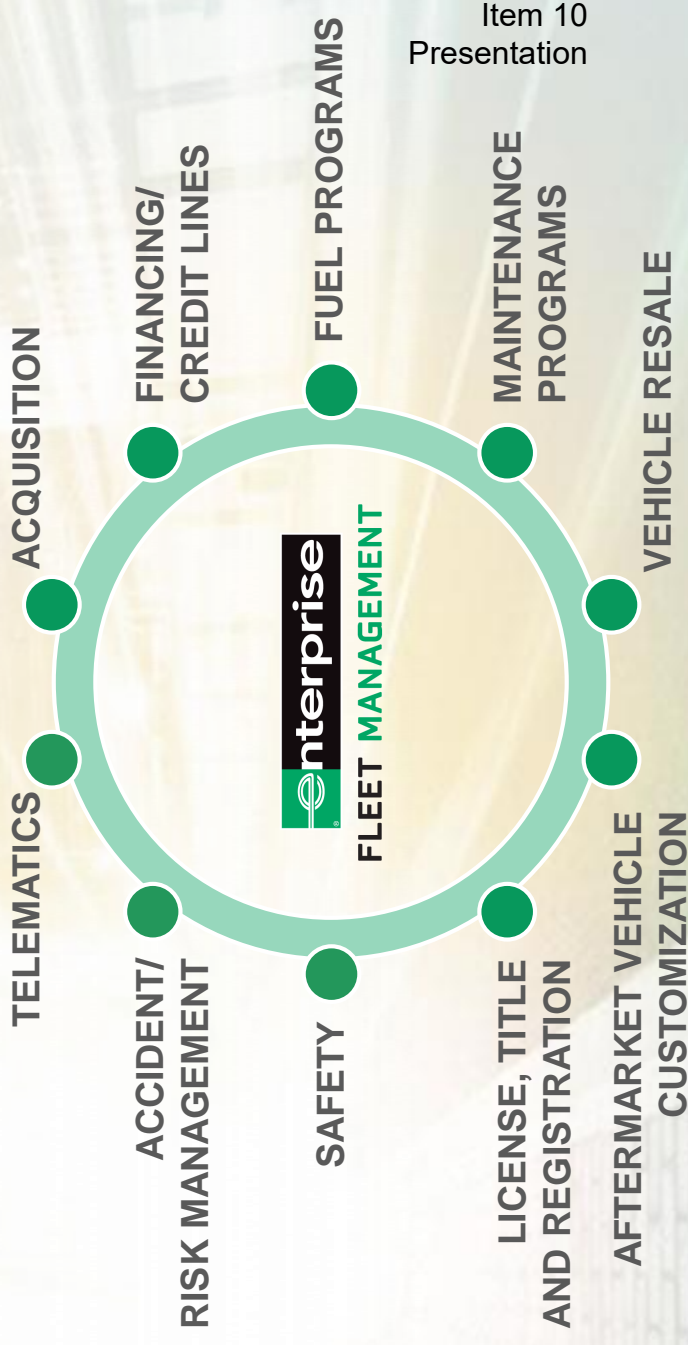
**City of Suisun City ID# 24037**  
**Suisun City Police Department ID# 73967**



# OBJECTIVES OF A PARTNERSHIP

**Enterprise Fleet Management's proposal is to save the city resources and budget dollars through a managed vehicle program**

- Utilize open-end lease to speed up replacement cycle
- Reduce operating expenses
- Annual review with City staff
- 8 Improve safety
- Establish proactive replacement plan
- Reduce carbon footprint
- Provide online resource with fleet reporting



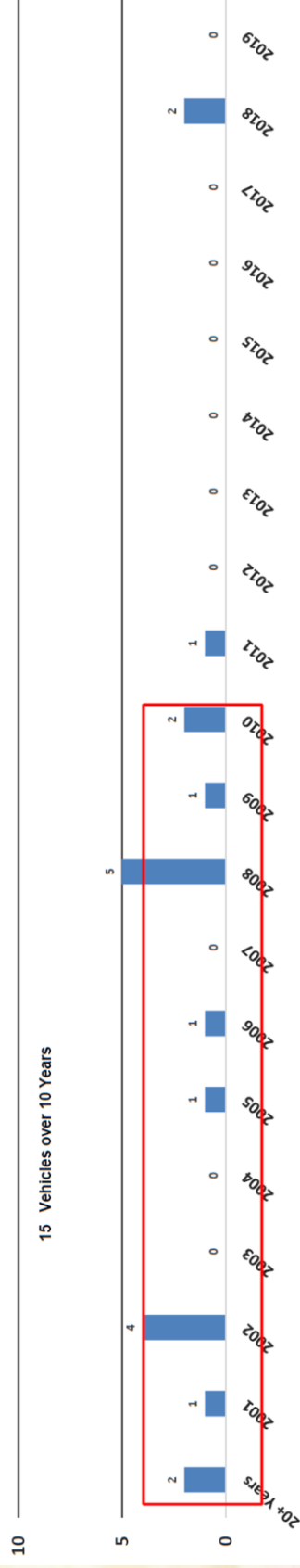
# CURRENT FLEET SITUATION

- 75% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel/maintenance costs and tend to be unreliable.
- 19 vehicles predate Electronic Stability Control, the most important safety feature since the seatbelt
- It would take 10 years to cycle out the entire fleet at current acquisition rates.
- Police department's current leases are set to expire within the next 12-18 months.

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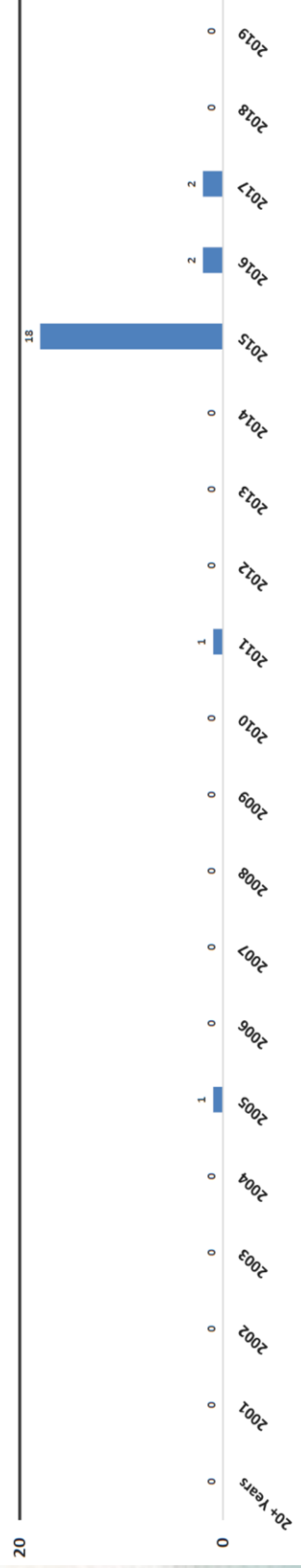
**White Fleet**

Model Year Analysis



**Police Fleet**

Model Year Analysis



# REPLACEMENT PLANS

## White Fleet

## Police Fleet

### Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Mid-size Sedan	1	13.4	4,500
Minivan-Passenger	1	17.5	4,000
1 Ton Van Cargo	1	17.5	2,100
Compact SUV 4x2	1	11.4	300
Full Size SUV 4x4	2	1.3	2,400
Compact Pickup Reg 4x2	1	20.5	2,400
Compact Pickup Ext 4x2	1	11.4	2,600
1/2 Ton Pickup Reg 4x2	2	9.4	5,400
1/2 Ton Pickup Quad 4x4	1	10.4	4,100
3/4 Ton Pickup Reg 4x2	5	14.5	4,600
1 Ton Pickup Quad 4x4	2	18.0	5,000
1 Ton Cab Chassis	2	11.4	4,100
Med Duty Cab Chassis	1	17.5	5,700
<b>Totals/Averages</b>	<b>21</b>	<b>13.0</b>	<b>3,900</b>

### Fleet Replacement Schedule

	2019	2020	2021	2022	2023	Under-Utilized
	0	0	0	1	0	0
	1	0	0	0	0	0
	1	0	0	0	0	0
	0	0	0	0	0	1
	0	0	0	0	1	1
	0	0	0	0	0	1
	0	0	1	0	0	0
	0	0	2	0	0	0
	0	0	0	1	0	0
	1	3	0	1	0	0
	2	0	0	0	0	0
	0	1	1	0	0	0
	1	0	0	0	0	0
<b>Totals/Averages</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>3</b>

### Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Mid-size Sedan	2	4.3	6,300
Full-size Sedan	0	4.3	11,700
Full-size Van-Passenger	1	14.4	5,500
Compact SUV 4x2	3	4.0	4,000
Mid Size SUV 4x4	8	2.9	6,800
Compact Pickup Quad 4x2	1	1.0	2,500
3/4 Ton Pickup Reg 4x2	1	4.3	4,700
<b>Totals/Averages</b>	<b>25</b>	<b>4.1</b>	<b>7,900</b>

### Fleet Replacement Schedule

	Budget - 2019	Budget -2020	Budget -2021	Budget -2022	Budget -2023	Budget -2024	Budget -2025	Budget -2026
	0	0	0	0	0	2	0	0
	0	0	4	1	4	0	0	0
	0	0	0	1	0	0	0	0
	0	0	0	0	0	2	0	1
	0	2	0	2	3	0	0	1
	1	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	1
<b>Totals/Averages</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>3</b>

Item 10 Presentation



**Suisun City Projected Fleet Costs**

**LIGHT DUTY VEHICLES**

Department	Current				Budget Year Replacement	Ideal Vehicle	EFM Lease Cost						
	Year	Make	Model	Odometer			BY 2020	BY 2021	BY 2022	BY 2023	BY 2024		
1	PWM	2002	Ford	F350 Lariat 4wd Ext cab (1200 lb winch)	93,696	2020	1 Ton Pickup Quad 4x4	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550
2	PWM	2001	Dodge	Ram 1500 2wd Reg cab (spray truck)	85,333	2020	1 Ton Pickup Quad 4x4	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550	\$ 9,550
3	Building Maint.	2002	Dodge	1/2 Ton Van	37,149	2020	1 Ton Van Cargo	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510	\$ 8,510
4	PWM	2002	Ford	E350 Chassis diesel w/flatbed body	58,929	2020	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
5	Split Department	2002	Ford	Explorer	69,801	2020	Minivan-Passenger	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585	\$ 5,585
6	PWM	2008	Ford	F250 reg cab 2wd, utility bed w/ladder rack	47,333	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
7	PWM	2008	Ford	F250 reg cab 2wd, utility bed w/ladder rack	71,755	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
8	PWM	2008	Ford	F250	67,354	2021	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
9	PWM	2010	Ford	F150	28,954	2022	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
10	PWM	2010	Ford	F150, reg cab 2wd	72,644	2022	3/4 Ton Utility Reg 4x2	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167	\$ 8,167
11	Building Inspections	2008	Ford	Ranger SuperCab, 2wd	30,085	2022	Compact Pickup Ext 4x2	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942	\$ 5,942
12	Housing	2006	Pontiac	Grand Prix	60,000	2023	Sedan	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119	\$ 4,119
13	Fire	2009	Ford	F150, crew, 4wd	43,187	2023	3/4 Ton Pickup Ext 4x4	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117	\$ 8,117
14	Fire	1999	Ford	3/4 Ton, ext, 2wd	72,059	2023	Sedan (for Marina Dept)	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575
15	PW Dept. Head	2008	Ford	Escape	3,972	2024	Compact SUV	\$ 4,989	\$ 4,989	\$ 4,989	\$ 4,989	\$ 4,989	\$ 4,989
16	Building Maint.	1999	GMC	Sonoma	105,676	Sell in 2019	Do Not Replace						
<b>Light Duty Lease Total</b>								\$ 41,363	\$ 65,866	\$ 88,142	\$ 105,953	\$ 110,942	
<b>Fixed Maintenance Total</b>								\$ 1,540	\$ 2,476	\$ 3,384	\$ 4,430	\$ 4,774	
<b>Lease and Maintenance Total</b>								\$ 42,904	\$ 68,342	\$ 91,527	\$ 110,383	\$ 115,716	

**MEDIUM DUTY/ERV VEHICLES**

Department	Current				Budget Year Replacement	Ideal Vehicle	EFM Lease Cost					
	Year	Make	Model	Odometer			BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	
17	Fire	2019*				2020	Chevrolet Tahoe	\$ 16,508	\$ 16,508	\$ 16,508	\$ 16,508	\$ 16,508
18	PWM	2002	Ford	F550 Flatbed w/lift gate		2020	2 Ton Cab Chassis w/Flatbed	\$ 10,594	\$ 10,594	\$ 10,594	\$ 10,594	\$ 10,594
19	PWM	2005	Chevrolet	Silverado 3500 Cab Chassis 2wd w/flatbed	58,958	2021	1 Ton Cab Chassis w/Flatbed	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866
20	PWM	2011	Ford	F350, regular cab, DRW (flatbed)	33,624	2022	1 Ton Cab Chassis w/Flatbed	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866	\$ 9,866
21	Fire	2018	Chevrolet	Tahoe	3,532	TBD	Full Size SUV 4x4					
22	Fire	2018	Chevrolet	Tahoe	2,019	TBD	Full Size SUV 4x4					
<b>Medium Duty Lease Total</b>								\$ 27,102	\$ 36,968	\$ 46,835	\$ 46,835	\$ 46,835
<b>Total Lease for Replacement</b>								\$ 51,958	\$ 86,326	\$ 118,470	\$ 136,280	\$ 140,691
<b>Current Fleet Estimated Equity</b>								\$ (18,500)	\$ (16,000)	\$ (20,400)	\$ (6,000)	\$ (3,500)
<b>Total Fleet Lease w/Maint.</b>								\$ 70,006	\$ 105,311	\$ 138,362	\$ 157,217	\$ 162,551
<b>Aftermarket Down Payment</b>								\$ 38,473	\$ 12,064	\$ 8,793	\$ 3,271	\$ -
<b>Budget Year Total</b>								\$ 89,979	\$ 101,374	\$ 126,754	\$ 154,488	\$ 159,051

\*New vehicle added to the fleet, not replacement

Lease costs are based on 2019 factory order pricing and anticipated annual mileage

Lease costs include depreciation, tax, management fee and interest

Budget year replacement based on PW plan, final pricing will be provided once vehicle and aftermarket are finalized

Fixed maintenance rates provided for light duty vehicles

**Suisun City Police Department Projected Fleet Costs**

**NON-PURSUIT VEHICLES**

Purpose	Current			Budget Year Replacement	Ideal Vehicle	EFM Lease Cost							
	Year	Make	Model			Odometer	BY 2019	BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	BY 2025
1 CSO	2019*				Tacoma	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247	\$ 8,247
2 Property & Evidence	2005	Chevy	Express 3500 Van		1 Ton Van				\$ 8,690	\$ 8,690	\$ 8,690	\$ 8,690	\$ 8,690
3 CSO	2015	Ford	Escape	23,688	Compact SUV						\$ 6,400	\$ 6,400	\$ 6,400
4 CSO	2015	Ford	Escape	14,980	Compact SUV						\$ 6,400	\$ 6,400	\$ 6,400
5 Admin pool	2015	Ford	Fusion	31,000	Sedan						\$ 5,575	\$ 5,575	\$ 5,575
6 Admin pool	2015	Ford	Fusion	23,782	Sedan						\$ 5,575	\$ 5,575	\$ 5,575
7 SSTO	2016	Ford	Escape	10,222	Compact SUV								\$ 6,400
8 General Use	2015	Ford	F250	20,217	3/4 Ton Ext Cab Pickup 4x2								\$ 8,117
					Non-Pursuit Lease Total	\$ 8,247	\$ 8,247	\$ 8,247	\$ 16,937	\$ 16,937	\$ 40,886	\$ 40,886	\$ 55,403
					Fixed Maintenance Total	\$ 2,477	\$ 2,478	\$ 2,479	\$ 2,786	\$ 2,787	\$ 4,164	\$ 4,165	\$ 4,882
					Lease and Maintenance Total	\$ 10,724	\$ 10,725	\$ 10,726	\$ 19,723	\$ 19,724	\$ 45,051	\$ 45,052	\$ 60,285

**PURSUIT VEHICLES**

Purpose	Current			Budget Year Replacement	Ideal Vehicle	EFM Lease Cost							
	Year	Make	Model			Odometer	BY 2019	BY 2020	BY 2021	BY 2022	BY 2023	BY 2024	BY 2025
9 Patrol	2020*				Interceptor SUV		\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
10 Patrol	2021*				Interceptor SUV		\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
11 Patrol	2015	Ford	Interceptor Sedan	53,908	Interceptor SUV			\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
12 Patrol	2015	Ford	Interceptor Sedan	52,453	Interceptor SUV			\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
13 Patrol	2015	Ford	Interceptor Sedan	43,764	Interceptor SUV			\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
14 Patrol	2015	Ford	Interceptor Sedan	43,134	Interceptor SUV			\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
15 Patrol	2015	Ford	Interceptor SUV	42,521	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
16 Patrol	2015	Ford	Interceptor Sedan	42,309	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
17 Patrol	2016	Ford	Interceptor SUV	37,496	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
18 Admin	2015	Ford	Interceptor Sedan	68,610	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
19 Patrol	2015	Ford	Interceptor SUV	55,952	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
20 Patrol	2015	Ford	Interceptor Sedan	48,490	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
21 Patrol	2015	Ford	Interceptor SUV	45,240	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
22 Patrol	2017	Ford	Interceptor SUV	470	Interceptor SUV				\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888	\$ 9,888
23 Admin	2015	Ford	Interceptor Sedan	46,176	Interceptor SUV - unmarked				\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371
24 Investigations	2015	Ford	Interceptor Sedan	56,527	Interceptor SUV - unmarked				\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371
25 Admin	2017	Ford	Interceptor SUV	13,315	Interceptor SUV - unmarked				\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371	\$ 9,371
					Pursuit Lease Total	\$ -	\$ 19,776	\$ 59,328	\$ 88,992	\$ 157,174	\$ 157,174	\$ 157,174	\$ 166,445
					Current Fleet Estimated Equity	\$ -	\$ -	\$ (16,000)	\$ (16,500)	\$ (29,000)	\$ (24,500)	\$ (19,000)	\$ (55,000)
					Total Fleet Lease Costs	\$ 8,247	\$ 28,023	\$ 67,575	\$ 105,929	\$ 174,111	\$ 198,061	\$ 198,061	\$ 221,948
					Total Fleet Lease w/Maint.	\$ 10,724	\$ 30,501	\$ 70,054	\$ 108,715	\$ 176,898	\$ 202,225	\$ 202,226	\$ 226,831
					Aftermarket Down Payment	\$ 2,226	\$ 14,089	\$ 28,178	\$ 21,133	\$ 35,222	\$ 9,226	\$ 14,089	\$ 32,449
					Budget Year Total	\$ 12,950	\$ 44,590	\$ 82,232	\$ 113,348	\$ 183,120	\$ 186,951	\$ 197,315	\$ 203,779

\*New vehicle added to the fleet, not replacement

Lease costs are based on pricing for similar vehicles in other Northern CA cities  
 Lease costs include depreciation, tax, management fee and interest

Budget year replacement based on current PD plan, final pricing will be provided  
 once vehicle and aftermarket are finalized

Fixed maintenance rates provided for non-pursuit rated vehicles



# ANNUAL FLEET SAVINGS

## White Fleet

Current Fleet Budget	\$126,200
Est. EFM Fleet Budget*	\$109,110
<b>Avg. Annual Savings</b>	<b>\$17,089</b>

## \$23,702 ANNUAL SAVINGS

- 3 new vehicles for the police department
- Fixed maintenance/repair costs for light duty and non-pursuit vehicles
- Annual analysis and consultation by account management team
- Online portal for fleet reporting
- **Proactive, consistent, sustainable and flexible**

## Police Fleet

Current Lease Spend	\$210,392
Est. EFM Fleet Spend*	\$203,779
<b>Avg. Annual Savings</b>	<b>\$6,613</b>

\*Based on cost projections once all vehicles are on the Enterprise Fleet program.

# TESTIMONIAL

*“The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City’s dynamic fleet needs without sacrificing service.”*

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*– Lisa Fowler, Finance Director (Former Public Works Director), City of San Marcos*

City of San Marcos case study can be found on page 9 of the ‘Fleet Synopsis’

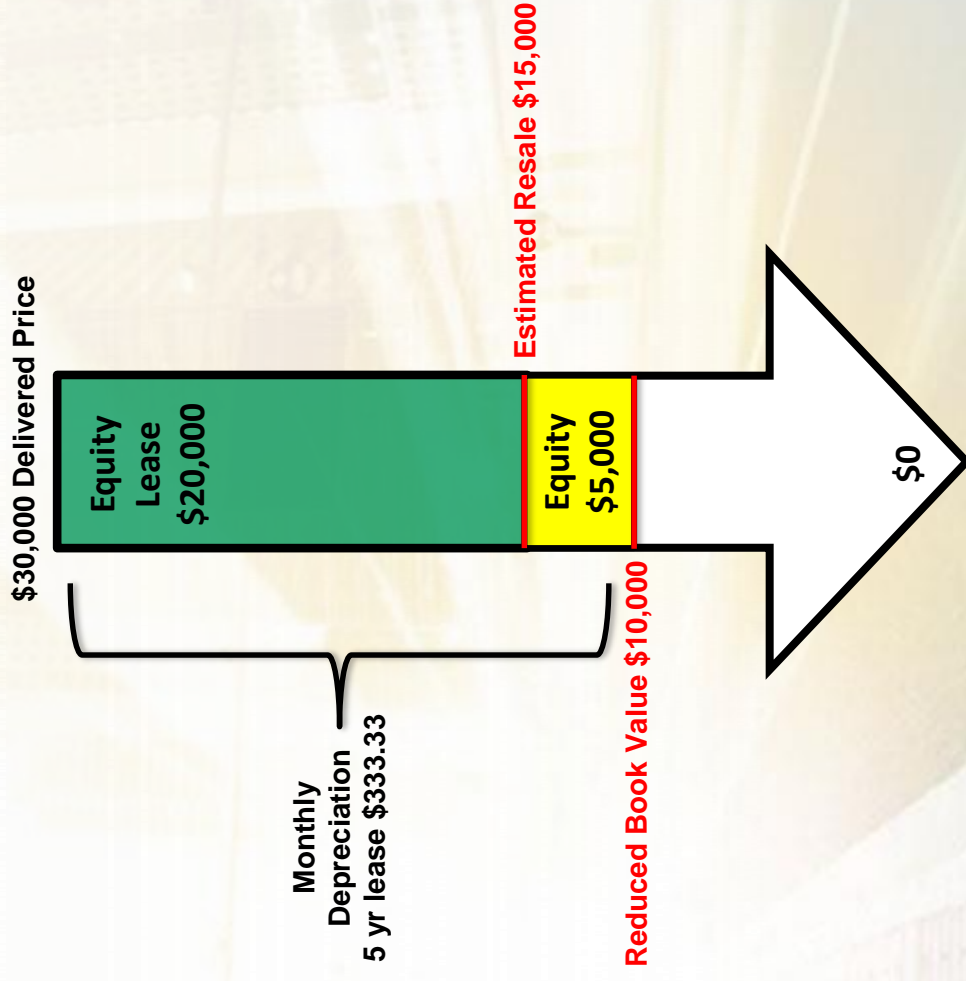


# FLEET MANAGEMENT



# OPEN-ENDED (EQUITY) LEASE STRUCTURE

- Improve cash flow
- No mileage restrictions or wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership



# RESOURCES

## Fleet Technology

### Client Website

- Visibility and tracking of vehicle data
- Customized dashboards with easy reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors
- Self-service features including *driver changes, vehicle descriptors, mileage information and more*
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization





# VEHICLE RESALE

Capitalized Price Prior (Prior to Cap Price Reductions/Gains on Prior Sale)  
 Capitalized Price Reduction (Money Down/Gain from Prior Lease)



Total Capitalized Amount (Delivered Price)

Total Billed Depreciation

Interest Adjustment

Last Payment

License Fees

Accumulated Certain Charges (PPT)

Service Charge

Reduced Book Value

\$26,095.60  
 \$2,500.00

\$23,595.60

-\$19,672.65

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$4,297.95

Gross Vehicle Sales Price

Selling Fees/Expenses

Auction Amount

Reconditioning Fee

Transportation Amount

Miscellaneous Amount

Sales Tax

Reduced Book Value (RBV)

Net Settlement Amount Gain (Loss)

\$21,000.00  
 \$0.00

\$0.00

\$0.00

\$0.00

\$0.00

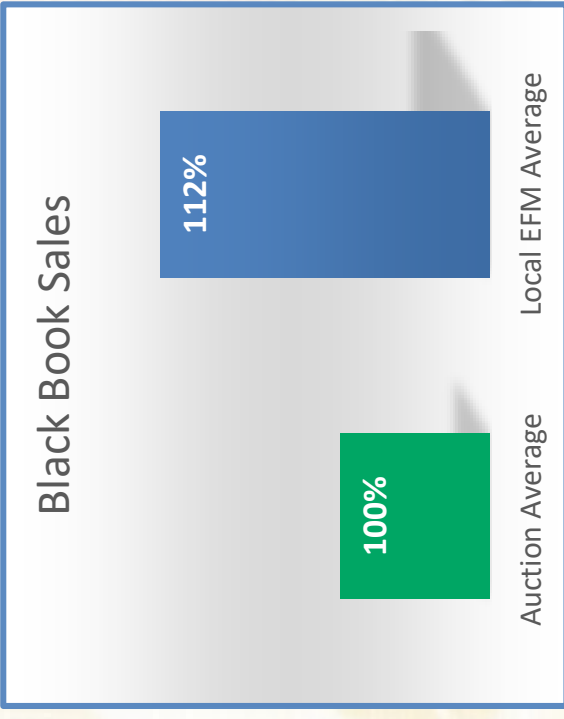
-\$1,377.92

\$4,297.95

\$18,079.97

Months in service: 61  
 Total depreciation: \$4,092.68

**Avg. monthly depreciation expense: \$67.09**



Utilize Enterprise's resale network to hand sell vehicles, on average sales price is 12% more than auction.

Administrative burden of selling vehicles is removed.

With open-ended equity leases, you pay for what you use.