

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 26, 2019
SEAFORD CITY HALL - 414 HIGH STREET

- 7:00 P.M.** – Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Executive Session - Personnel
 - Approval of minutes of the regular meeting on February 12, 2019.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Present for approval four quotes from Slide Lok Inc., for flooring refurbishment at the Seaford Police Department totaling \$11,536.
2. Present for approval quotes for financing the purchase of Electric Department Bucket Truck #19.
3. Present for approval proposed changes to Section 25 – Assessor, Tax Assessment and Taxation, of the City of Seaford Charter.
4. Present for approval a proposed change to the Seaford Police Department General Orders Manual (GOM) Section 2/560 Public Information Officer.
5. Present for approval documents required for the City to enter into an Open-End Equity Lease with Enterprise Fleet Management for five leased vehicles for the Police Department.

OLD BUSINESS:

1. .

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

February 26, 2019

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Electric Committee Meeting, February 21, 3:00 p.m.; City Hall Council Chambers.
2. City of Seaford Planning Session, Seaford Library, February 22; 8:30 a.m. until 3:00 p.m.
3. SCAT Meeting, Laurel Fire Hall, 6:00 p.m. March 6th.
4. SCAT Steering Committee Meeting, March 8, Arena's at the Airport, Georgetown, 9:00 a.m.

Municipal Election - April 20, 2019

The City of Seaford Municipal Election will be held on Saturday, April 20, 2019 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Council Member will be elected for a (3) year term.

All candidates must have filed by 5:00 p.m., E.S.T., February 22, 2019. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 22, 2019 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 22, 2019.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2018) and shall have one vote **provided he or she is registered on the "Books of Registered Voters" maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

February 26, 2019

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver’s license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

CANDIDATES FILED AS OF 2/18/19:

Matthew MacCoy has filed for City Council

COMMITTEE REPORTS:

1. Police & Fire - Councilman Dan Henderson
2. Administration - Councilman Orlando Holland
3. Code, Parks and Recreation - Councilman James King
4. Public Works & WWTF - Councilwoman Leanne Phillips-Lowe
5. Electric - Councilman William Mulvaney

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing personnel.

EXECUTIVE SESSION:

Personnel

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

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AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

February 26, 2019

NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 2/18/19

Posted by: TLN

City of Seaford

To: Mayor & Council
From: June Merritt, Director of Finance & HR
cc: Charles Anderson, City Manager
Date: February 20, 2019
Re: Funding for Flooring in the West Wing of Police Dept. Building



NB # 1
2-26-19

In preparation of the FY 2019 budget the police department obtained quotes from Slide-Lok of the Eastern Shore for the purpose of renovating the floors in the west wing of the building. Quotes were received for various project scopes as noted below.

Hallway w/Entrance & Small Side Room	\$ 4,102.00	
Breakroom w/(2) Restrooms	<u>\$ 2,226.00</u>	
	Sub-total	\$ 6,328.00 Budgeted FY'19
Processing Room	\$ 2,688.00	
3 – Cells	\$ 2,520.00	
	Sub-total	<u>\$11,536.00</u>
Lobby	<u>\$ 3,042.00</u>	
	TOTAL	<u>\$14,578.00</u>

After discussion with department personnel and a review of the disruption to the department during the removal and installation of the new flooring, the department would like to complete everything except for the lobby. The reasoning for excluding the lobby is it needs to be reconfigured and requires more than just flooring.

We are requesting that Mayor & Council approve completing all of the scopes except for the lobby in the amount of \$11,536.00. There is funding in the amount of \$6,328.00 included in the FY 2019 budget, so we would need an additional \$5,208.00.

We are recommending the additional \$5,208.00 be funded from the General Fund Reserves – GMB Rent Reserves. Currently, there is a balance of \$124,618.03, with approximately \$20,000 already committed for the police department phone replacement and the RTU repairs.



Memorandum

To: Charles Anderson
From: Donna Massey
RE: Quote for West Wing Floor
Date: February 12, 2019

Charles,

Attached you will find the quotes from Slide Lok for the floor repairs for the west wing of the Police Department Building.

I have spoken to Sharon Gosack from Slide Lok, and she stated that they would honor the quotes.

As you see from the quotes, the work has been broken down into 4 separate jobs. However, all of these areas are used daily, by Officers. This is the area where their office is, where they bring in, process and hold prisoners, their restroom and lunchroom area.

Having to shut down this area of the building on multiple occasions would create extreme disruption to the department, as well as Delaware State Police, as we would be using their facilities during these times. It is my request to complete all work during the same time frame to lessen the inconvenience to all.

See attached quotes: Hallway \$4,102.00, Cells \$2,520.00, Processing Room \$2,688.00, Breakroom \$2,226.00. **Total \$11,536.00**

Respectfully Submitted,

Donna

Slide-Lok of the Eastern Shore
22797 Dozer Ln, Bldg D, Unit 14
Harbeson, DE 19951
302-945-2200
Contact: Dave Mooney

Date: 10/26/17

Company: Seaford Police Department
Contact: Lt. Glenn F. Van Fleet
Address: 300 Virginia Ave
Seaford, DE 19973
Phone: 302-381-4587
E-Mail: glenn.vanfleet@cj.state.de.us
Project: Break Room w/ (2) Restrooms

Scope of work to be performed:

- Area to be covered, Break Room with (2) restrooms
- Removal of existing vinyl flooring
- Prepare concrete with diamond bit grinder, vacuum attached
- Fill any existing cracks or divots
- Apply 3 coats of Polyaspartic coating with vinyl chips in **Saddle Tan**
- Apply coating 4" up the side walls
- Addition of non-slipping gripping agent to the final clear top coat

Cost (Includes all items listed above): \$1,908.00
+ 318.00 (vinyl floor removal)
Total: \$2,226.00

Terms:

A minimum deposit of 1/3 of the total price is required with the signed copy of this quote to schedule work as described above. Remaining balance will be due upon completion of work.

Acceptance of Contract:

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You authorize Slide-Lok of the Eastern Shore to do the work as specified. Payments will be made as outlined in the Terms. Please sign, date, and return to the address above with the deposit. This quote is guaranteed for 6 months from the date above; at which time it may be necessary to re-quote.

Date: _____

Customer Signature: _____

Slide-Lok of the Eastern Shore
22797 Dozer Ln, Bldg D, Unit 14
Harbeson, DE 19951
302-945-2200
Contact: Dave Mooney

Date: 10/26/17

Company: Seaford Police Department
Contact: Lt. Glenn F. Van Fleet
Address: 300 Virginia Ave
Seaford, DE 19973
Phone: 302-381-4587
E-Mail: glenn.vanfleet@cj.state.de.us
Project: (3) Cells

Scope of work to be performed:

- Area to be covered, (3) Cells
- Removal of existing vinyl flooring
- Prepare concrete with diamond bit grinder, vacuum attached
- Fill any existing cracks or divots
- Apply 3 coats of Polyaspartic coating with vinyl chips in **Saddle Tan**
- Apply coating 4" up the side walls
- Addition of non-slipping gripping agent to the final clear top coat

Cost (Includes all items listed above):	\$2,160.00
	+ 360.00 (vinyl floor removal)
Total:	\$2,520.00

Terms:

A minimum deposit of 1/3 of the total price is required with the signed copy of this quote to schedule work as described above. Remaining balance will be due upon completion of work.

Acceptance of Contract:

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You authorize Slide-Lok of the Eastern Shore to do the work as specified. Payments will be made as outlined in the Terms. Please sign, date, and return to the address above with the deposit. This quote is guaranteed for 6 months from the date above; at which time it may be necessary to re-quote.

Date: _____

Customer Signature: _____

Slide-Lok of the Eastern Shore
22797 Dozer Ln, Bldg D, Unit 14
Harbeson, DE 19951
302-945-2200
Contact: Dave Mooney

Date: 4/27/18

*Hold off until
Bldg Renovation*

Company: Seaford Police Department
Contact: Lt. Glenn F. Van Fleet
Address: 300 Virginia Ave
Seaford, DE 19973
Phone: 302-381-4587
E-Mail: glenn.vanfleet@cj.state.de.us
Project: Lobby

Scope of work to be performed:

- Area to be covered, Lobby
- Application of Overlay to existing Terra Cotta Tile floor
- Prepare concrete for application
- Apply 3 coats of Polyaspartic coating with vinyl chips in **Saddle Tan** color
- Apply coating 5" up the side walls
- Addition of non-slipping gripping agent to the final clear top coat

Cost (Includes all items listed above): \$3,042.00

Terms:

A minimum deposit of 1/3 of the total price is required with the signed copy of this quote to schedule work as described above. Remaining balance will be due upon completion of work.

Acceptance of Contract:

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You authorize Slide-Lok of the Eastern Shore to do the work as specified. Payments will be made as outlined in the Terms. Please sign, date, and return to the address above with the deposit. This quote is guaranteed for 6 months from the date above; at which time it may be necessary to re-quote.

Date: _____

Customer Signature: _____

2/26/19
NB#2

City of Seaford

Memo

To: Mayor & Council
From: June Merritt, Director of Finance & H.R. 
CC: Charles Anderson, City Manager
Date: February 21, 2019
Re: 2019 Altec Electric Service Truck – Rate Quotes

A "Request for Quote" was sent to seven of the local financial institutions. I received quotes from five of them. I have attached a spreadsheet which summarizes their quotes.

Based upon the information submitted, I recommend the City of Seaford secure a fixed rate tax exempt municipal lease purchase agreement with M&T Bank for a 5 year term at fixed rate of 3.689%.

City of Seaford
 Request for Quotes - 2019 Altec Electric Service Truck w/60' Articulating Aerial Tower
 Amount: \$206,109
 Terms: 5 years

Financial Institution	Fixed Rate	Fixed Monthly Payment	Variable Rate	Variable Monthly Payment	Additional Comments
Real Lease	4.0830%	\$3,808.25	N/A	N/A	\$1.00 End of Lease Option
Citizens Bank	N/A	N/A	N/A	N/A	
County Bank	5.5000%	\$3,936.90	N/A	N/A	
Fulton Bank	3.8500%	\$3,782.00	4.56%	N/A	LIBOR rate for this week is 2.89%. 80% + 2.25% = 4.56%. \$500 Fee for lien recording, Full faith & credit of the City of Seaford.
M&T Bank (Real Lease)	3.6890%	\$3,766.95	N/A	N/A	100% Financing. Tax Exempt Municipal Lease Purchase agreement, \$250 documentation fee is required. Quote is firm until March 20, 2019.
PNCBank	N/A	N/A	N/A	N/A	
The Bank of Delmarva	4.1500%	\$3,810.00	75% of Prime	N/A	Prime is currently 5.50% so variable rate = 4.13%, requires a perfected security interest against the vehicle

Section 25 – Assessor, Tax Assessment and Taxation.

NB# 3
2-20-17
Cullen

- (A) At the annual meeting held following the annual municipal election and in no event later than the first regular meeting, the Mayor shall appoint a qualified person or firm to serve as Tax Assessor.
- (B) It shall be the duty of the Tax Assessor of the City of Seaford to make assessments of the real property of each citizen resident within the limits and territory of the City and also nonresidents who own real property within the limits and territory of the City. The real property shall be assessed at its actual and true value provided that any real estate within the corporate limits of the City containing in excess of five (5) acres and used exclusively for recreational purposes by non-profit organizations, or as farm land shall be exempt from taxation for City purposes. If, however, the real estate meets the criteria described above but has a building or other improvement on it, said building or other improvement shall not be exempt from taxation but shall be taxed as all other real estate lying within the territory and limits of the City of Seaford.
- (C) The Tax Assessor shall assess each property as required by this Charter and in accordance with the rates set by an ordinance adopted by the City Council pursuant to this Act and within thirty (30) days create a list of assessments arranged in alphabetical order. The Tax Assessor may adopt the fair market valuation as made by the Board of Assessment of Sussex County for such real estate if the said Tax Assessor, in his judgment, considers such assessment to be proper and fair. The Tax Assessor shall be present in an advisory capacity, but without voting power, at meetings of the Board of Revision and Appeal.
- (D) The Tax Assessor shall, at the option of the City Manager, make a supplemental assessment list quarterly in each fiscal year. The first such supplemental assessment list shall be certified on July 1 of each year, the second on October 1 of each year, the third on January 1 of each year, and the fourth on April 1 of each year.
- (E) The City Council shall cause a full and complete transcript of the assessment list alphabetically arranged, to be posted in the City Hall and in one (1) other public place within thirty (30) days following its completion by the Tax Assessor. The said transcript shall remain posted for at least ten (10) days.
- (F) The Mayor and Council, sitting as a Board of Revision and Appeal, shall hear and determine any appeals of assessments filed by property owners and shall make any corrections, alterations or additions to any assessment found to be in error. Any person appearing before the Board of Revision and Appeal may appear in person or may be represented by any third party who has written authorization to represent the property owner. All appeals shall be heard on the date and at the time set by the City Council. During the hearing, the owner of the property or the authorized third party representative shall present all evidence to support the appeal. The Tax Assessor shall review the evidence presented at the hearing and provide a recommendation to the Board of Revision and Appeal at the next

scheduled meeting, which shall be no later than 45 days after the appeal hearing. After receiving the recommendation of the Tax Assessor, the Board of Revision and Appeal shall make a determination of whether to alter, revise, reduce or increase the assessment of property. The decision of the Board of Revision and Appeal shall be mailed by registered mail to the property owner within seven (7) of the meeting.

- (G) The assessment, as revised and adjusted by the Board of Revision and Appeal, shall be the basis for the levy of the taxes of the City, subject however, to the addition of any interest and penalties as hereinafter provided.
- (H) No member of the City Council shall sit as a member of the Board of Revision and Appeal upon his own appeal, but the appeal by any member of the City Council shall be heard and determined by the other members of the Board of Revision and Appeal in the same manner as hereinbefore provided.
- (I) After the valuation, assessment and any revision thereof, all taxes so assessed shall be levied and raised in equal proportions and rates.
- (J) The assessment and valuation of real estate in the City of Seaford as made by the Assessor, and as corrected, altered or added to by the Board of Revision and Appeal, shall stand and is acted upon until changed as provided for herein.
- (K) After the Tax Assessor completes the assessment of property in the City and makes his report to the City Council, he or she shall have such further duties in respect to the assessment of persons and property as the City Council shall prescribe by resolution.
- (L) The Assessor shall also have the right to levy and collect taxes upon all telephone, telegraph, power poles or other erections of like character erected within the limits of the City together with the wires and appliances thereto or thereon attached, that are now assessable and taxable and to this end may at any time direct the same to be included in or added to the City Assessment. In case the owner or lessee of such poles or erections shall refuse or neglect to pay the taxes that may be levied thereon, the said taxes may be collected by the Collector of Taxes as in the case of other taxes and the Council shall have the authority to cause the same to be removed.
- (M) The Council shall determine and fix a rate of taxation which will produce approximately the amount of money necessary to defray the expenses of the City for the current year, including interest on bonded indebtedness and for redemption of maturing bonds and for maintenance of a sinking fund. 76 Del. Laws, c. 153; 77 Del. Laws, c. 297;

Section 25 – Assessor, Tax Assessment and Taxation.

NEB 3
2-20-71
MARKED UP
COPY

- (A) At the annual meeting held following the annual municipal election and in no event later than the first regular meeting, the Mayor shall appoint a qualified person or firm to serve as Tax Assessor.
- (B) It shall be the duty of the Tax Assessor of the City of Seaford ~~duly appointed~~ to make ~~a true and impartial~~ assessments of the real property of each citizen resident within the limits and territory of the City and also nonresidents who own real property within the limits and territory of the City. The said real property shall be assessed at its actual and true value provided that any real estate within the corporate limits of the City containing in excess of five (5) acres and used exclusively for recreational purposes by non-profit organizations, or as farm land shall be exempt from taxation for City purposes. If, however, the real estate meets the criteria described above but has a building or other improvement on it, said building or other improvement shall not be exempt from taxation but shall be taxed as all other real estate lying within the territory and limits of the City of Seaford.
- (C) The ~~said~~ Tax Assessor shall ~~make an fair and impartial~~ assessment each property as required by this Act Charter and in accordance with the rates set by any ordinance adopted by the City Council pursuant to this Act and within thirty (30) days create a list of assessments arranged in alphabetical order. The Tax Assessor may adopt the fair market valuation as made by the Board of Assessment of Sussex County for such real estate if the said Tax Assessor, in his judgment, considers such assessment to be proper and fair. The Tax Assessor shall be present in any advisory capacity, but without voting power, ~~at the time the City Council sits at a~~ at meetings of the Board of Revision and Appeal.
- (D) The ~~said~~ Tax Assessor shall, at the option of the City Manager, make a supplemental assessment list quarterly in each fiscal year. The first such supplemental assessment list shall be certified on July 1 of each year, the second on October 1 of each year, the third on January 1 of each year, and the fourth on April 1 of each year.
- (E) The City Council shall cause a full and complete transcript of the assessment list alphabetically arranged, to be posted in the City Hall and in one (1) other public place within thirty (30) days following its completion by the Tax Assessor. The said transcript shall remain posted for at least ten (10) days.
- ~~(F) At the first regular meeting following the expiration of the ten (10) day period required for posting, the City Council, between the hours of seven o'clock in the evening, prevailing time, and eight o'clock in the evening, prevailing time, on said day shall sit and determine any appeals from the assessment as determined by the Tax Assessor and shall make any corrections, alterations or additions in and to any assessment so made. The said Council and Mayor, sitting as a Board of Revision and Appeal, shall have full authority to alter, revise, reduce or increase the assessment of property of any person or persons, partnership or corporation whose property has been assessed by the Tax Assessor. Any person appearing~~

~~before the City Council sitting as a Board of Revision and Appeal may appear in person or may be represented by any third party who has written authorization to so appear. In the event that the Council Board of Revision and Appeal finds it necessary, or for any reason whatsoever to increase the assessment of property of any person or persons, partnership or corporation at the time of its sitting as a Board of Revision and Appeal, it shall give notice by registered mail with return receipt requested to such person or persons, partnership or corporation that the assessment on the real or personal property as made by the Assessor has been increased and, in addition, it shall set a time and date not later than twenty (20) days from the date of the mailing of said notice when such person or persons, partnership or corporation may appear before the Council sitting as a Board of Revision and Appeal for the purpose of introducing any evidence to the Board of Revision and Appeal demonstrating why the assessment should not be so increased. In the event that said the person or persons, partnership, or corporation does not notify the Council in writing by registered mail at least five (5) days prior to the date set by the Council sitting as a Board of Revision and Appeal for the hearing on the increased assessment of an If the person or persons, partnership, or corporation does not notify the Council of the intent to appeal the decision to increase his or her assessment or appear at the hearing on the date set, the increased assessment shall be final and no appeal there from shall be taken thereafter.~~

The Mayor and Council, sitting as a Board of Revision and Appeal, shall hear and determine any appeals of assessments filed by property owners and shall make any corrections, alterations or additions to any assessment found to be in error. Any person appearing before the Board of Revision and Appeal may appear in person or may be represented by any third party who has written authorization to represent the property owner. All appeals shall be heard on the date and at the time set by the City Council. During the hearing, the owner of the property or the authorized third party representative shall present all evidence to support the appeal. The Tax Assessor shall review the evidence presented at the hearing and provide a recommendation to the Board of Revision and Appeal at the next scheduled meeting, which shall be no later than 45 days after the appeal hearing. After receiving the recommendation of the Tax Assessor, the Board of Revision and Appeal shall make a determination of whether to alter, revise, reduce or increase the assessment of property. The decision of the Board of Revision and Appeal shall be mailed by registered mail to the property owner within seven (7) of the meeting.

- (G) ~~The assessment, as revised and adjusted by the City Council sitting as a Board of Revision and Appeal, shall be the basis for the levy of the taxes of the City, subject however, to the addition of any interest and penalties as hereinafter provided.~~
- (H) No member of the City Council shall sit as a member of the Board of Revision and Appeal upon his own appeal, but the appeal by any member of the City Council shall be heard and determined by the other members of the Board of Revision and Appeal in the same manner as hereinbefore provided.
- (I) After the valuation, assessment and any revision thereof, all taxes so assessed shall be levied and raised in equal proportions and rates.

- (J) The assessment and valuation of real estate in the City of Seaford as made by ~~said the~~ Assessor, and as corrected, altered or added to by the ~~City Council at its sitting as a~~ Board of Revision and Appeal ~~hereinbefore mentioned~~, shall stand and is acted upon until changed as provided for herein.
- (K) After the ~~said~~ Tax Assessor ~~shall have completed~~s the assessment of property in the City and ~~shall have made~~ makes his report to the City Council, ~~and shall have sat in an advisory capacity with the City Council sitting as the Board of Revision and Appeal~~, he or she shall have such further duties in respect to the assessment of persons and property as the City Council shall prescribe by resolution.
- (L) The Assessor shall also have the right to levy and collect taxes upon all telephone, telegraph, power poles or other erections of like character erected within the limits of the City together with the wires and appliances thereto or thereon attached, that are now assessable and taxable and to this end may at any time direct the same to be included in or added to the City Assessment. In case the owner or lessee of such poles or erections shall refuse or neglect to pay the taxes that may be levied thereon, the said taxes may be collected by the Collector of Taxes as in the case of other taxes and the Council shall have the authority to cause the same to be removed.
- (M) The Council shall determine and fix a rate of taxation which will produce approximately the amount of money necessary to defray the expenses of the City for the current year, including interest on bonded indebtedness and for redemption of maturing bonds and for maintenance of a sinking fund. 76 Del. Laws, c. 153; 77 Del. Laws, c. 297;

NB# 4
2-21-19

2/560 PUBLIC INFORMATION OFFICER

2/560.05 ORGANIZATION

The Public Information Officer is responsible for:

- Assisting in the development of programs designed to enhance the image of the Department.
- Working with other Departmental components in the coordination and release of the press release information.
- Maintaining liaison with the various news media; arranging and assisting at news conferences when necessary.
- Assisting in the preparation of brochures, displays and special projects explaining and promoting the Department.
- Responding to incident scenes to compile and disseminate information for the media.
- Assisting during crisis situations or during the execution of unusual occurrence plans.

4/26/19
NB#5

City Of Seaford

Memo

To: Mayor & Council

From: June Merritt, Director of Finance & HR 

cc: Charles Anderson, City Manager

Date: February 21, 2019

Re: Enterprise Fleet Management vs. Self Funding Analysis

Enterprise Fleet Management has provided information regarding Open-End (Equity) Lease financing. A comparison of the costs of financing through Enterprise vs. the City obtaining a loan to purchase the exact same 5 vehicles in the first year, resulted in very little difference.

The total purchase price of \$212,719.07 financed for 4 years assuming a 4% interest rate resulted in a total cash outlay of \$230,543.75. To lease these same 5 vehicles with Enterprise Fleet Management for 4 years, results in a cash outlay of \$231,051.36. The difference is \$507.61.

The benefits of using Enterprise Fleet Management are we will have a dedicated account management team that will provide recommendations on how to improve efficiencies within the City fleet. This team will meet with us quarterly to review maintenance costs and trends, provide updates on the used car market and make recommendations on the best time to acquire vehicles. Also, rather than have a large capital outlay for five vehicles, the cost can be spread between multiple years and allow the city to have a newer fleet with increased fuel efficiencies and reduce maintenance costs.

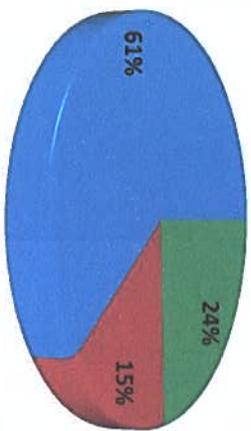
Management recommends approving the Open-End (Equity) Lease agreement with Enterprise Fleet Management as there are no early termination, mileage, or abnormal wear and tear penalties should the City decide to exit this arrangement at a later date.

WP # 2-26/19

City of Seaford - Fleet Planning Analysis

Current Fleet	17	Fleet Growth	0.00%	Proposed Fleet	17
Current Cycle	8.70	Annual Miles	15,000	Proposed Cycle	4.00
Current Maint.	\$108,000	Insurance	\$0.00	Proposed Maint.	\$52,76
Fuel Info		MPG	18	Price/Gallon	\$2.50

Fleet Costs Analysis



Fiscal Year	Fleet Mix			Fleet Cost				Annual Net Cash			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance		Estimated Equity	Fuel	Fleet Budget
Average	17	2.0	17	0	87,776	0	22,032	(4,000)	35,417	141,225	0
'19	17	5	12	5	0	64,134	18,718	(5,000)	32,813	110,664	30,560
'20	17	2	10	7	0	73,184	17,392	(7,000)	31,771	115,347	25,878
'21	17	5	5	12	0	111,037	14,078	(27,500)	29,167	126,782	14,443
'22	17	5	0	17	0	95,498	10,764	(42,500)	26,563	90,324	50,900
'23	17	5	0	17	0	126,100	10,764	0	26,563	163,426	-22,201
'24	17	2	0	17	0	106,894	10,764	0	26,563	144,220	-2,995
'25	17	5	0	17	0	102,500	10,764	0	26,563	139,826	1,398
'26	17	5	0	17	0	77,093	10,764	0	26,563	114,419	26,806
										8 Year Savings	\$124,788

Current Fleet Equity Analysis

YEAR	2019	2020	2021	2022	2023
QTY	5	2	5	5	5
RESALE	\$1,000	\$3,500	\$5,500	\$8,500	\$8,500
TOTAL	\$5,000	\$7,000	\$27,500	\$42,500	\$42,500
Estimated Current Fleet Equity**					\$82,000

Summary

8 Year Savings	\$124,788
Net Cash ***	\$124,788

* Lease Rates are conservative estimates

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

Confidential

2/15/2019

Prepared For: City of Seaford, Delaware

Date 02/15/2019
AE/AM AAO

Unit #

Year 2019 **Make** Chevrolet **Model** Tahoe
Series Police Vehicle 4x4

Vehicle Order Type Ordered **Term** 48 **State** DE **Customer#** 493244

\$ 43,888.88	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>DE</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 200.00	Other:Courtesy Delivery Fee
\$ 1,700.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)
\$ 42,388.88	Total Capitalized Amount (Delivered Price)
\$ 805.39	Depreciation Reserve @ <u>1.9000%</u>
\$ 161.98	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

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

Order Information

Driver Name	
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 967.37 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 1.9914% State DE

\$ 967.37 Total Monthly Rental Including Additional Services

\$ 3,730.16 Reduced Book Value at 48 Months

\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Seaford, Delaware

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Major Police & Delaware State Up fit	C	\$ 6,772.13
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 6,772.13
Aftermarket Equipment Total		\$ 6,772.13

VEHICLE INFORMATION:

2019 Chevrolet Tahoe Police Vehicle 4x4 - US

Series ID: CK15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 46,911.60	\$ 49,800.00
Total Options	\$ -3,489.85	\$ -3,835.00
Destination Charge	\$ 1,295.00	\$ 1,295.00
Total Price	\$ 44,716.75	\$ 47,260.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -3,489.85	\$ -3,835.00
9C1	Identifier for PPV	NC	NC
AG1	Driver 10-Way Power Seat Adjuster	Included	Included
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AQQ	Extended-Range Remote Keyless Entry	Included	Included
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AY0	Driver & Front Passenger Airbags	Included	Included
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included
BG9	Black Rubberized Vinyl Floor Covering	Included	Included
BVE	Black Assist Steps	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kgs)	Included	Included
CONACC	Chevrolet Connected Access	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GU4	3.08 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IO5	Radio: Chevrolet Infotainment AM/FM Stereo	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K47	High-Capacity Air Cleaner	Included	Included
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included
KW7	170 Amp High Output Alternator	Included	Included
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD
LUGDEL	Luggage Rack Delete	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NQH	2-Speed Electronic Autotrac Active Transfer Case	Included	Included
NZZ	Skid Plate Package	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00
QAR	Tires: P265/60R17 AS Police V-Rated	Included	Included
RAP	Wheels: 17" x 8" Black Steel Police	Included	Included
STDTM	Cloth Seat Trim	Included	Included
TG5	Single-Slot CD/MP3 Player	Included	Included
U2J	SiriusXM Radio Delete	Included	Included
UD7	Rear Park Assist w/Audible Warning	Included	Included
UPF	Bluetooth For Phone	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included
ZAK	Spare P265/60R17 AS Police V-Rated	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: Chevrolet 4G LTE internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Prepared For: City of Seaford, Delaware

Date 02/15/2019
AE/AM AAO

Unit #

Year 2019 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x4 Crew Cab 6.6 ft. box 157 in. WB

Vehicle Order Type Ordered **Term** 48 **State** DE **Customer#** 493244

\$ 37,163.55	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax <u>0.0000%</u> State <u>DE</u>
\$ 2,115.45	* Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other:Courtesy Delivery Fee
\$ 1,300.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Government
GVWR	0

\$ 36,063.55	Total Capitalized Amount (Delivered Price)
\$ 631.11	Depreciation Reserve @ <u>1.7500%</u>
\$ 144.23	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 775.34 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.00 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>1.9914%</u> State <u>DE</u>
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\$ 775.34 Total Monthly Rental Including Additional Services

\$ 5,770.27	Reduced Book Value at <u>48</u> Months
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\$ 395.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Seaford, Delaware

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Pricing from Vendor and Upfit	C	\$ 5,026.05
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,026.05
Aftermarket Equipment Total		\$ 5,026.05

VEHICLE INFORMATION:

2019 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 6.6 ft. box 157 in. WB - US
 Series ID: CK10743

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,557.40	\$ 38,200.00
Total Options	\$ 3,285.10	\$ 3,610.00
Destination Charge	<u>\$ 1,495.00</u>	<u>\$ 1,495.00</u>
Total Price	\$ 41,337.50	\$ 43,305.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White
 Interior: H2G - (0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
5J1	Keyless Remote Panic Button Calibration	Included	Included
5J3	Surveillance Mode Calibration	Included	Included
5W4	Special Service Package	\$ 500.50	\$ 550.00
720BAT	720 Heavy-Duty Battery	Included	Included
A52	Front 40/20/40 Split-Bench Seat	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kgs)	Included	Included
CGN	Chevytec Spray-On Black Bedliner	\$ 495.95	\$ 545.00
DEN	Black Manual Outside Mirrors	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
K47	High Capacity Air Filter	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	Included	Included
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
KW5	220 Amps Alternator	Included	Included
L82	Engine: 5.3L EcoTec3 V8	\$ 1,269.45	\$ 1,395.00
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NE1	CT/DE/ME/MD/MA/NJ/NY/OR/PA/RI/VT/WA Emissions Req	NC	NC
NP0	Single-Speed Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included

QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STD TM	Vinyl Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VQO	Black Work Step (LPO)	\$ 386.75	\$ 425.00
ZLQ	WT Fleet Convenience Package	\$ 632.45	\$ 695.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

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

Entertainment Features:

radio AM/FM stereo with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

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

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

Safety And Security:

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

Seats And Trim:

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

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: City of Seaford, Delaware

Signature: _____

By: _____

Title: _____

Address: 414 High St
Seaford, DE 19973

Date Signed: _____, _____

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

Signature: _____

By: Andrea D. Reiser

Title: Finance Manager

Address: 585 E. Swedesford Road
Wayne, PA 19087
484-754-2112

Date Signed: _____, _____

Initials: EFM _____ Customer _____



SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of February, 2019, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Seaford, Delaware (Company).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Seaford, Delaware.

Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #060618.

IN WITNESS WHEREOF, EFM and City of Seaford, Delaware have executed this Service Agreement as of the day and year first above written.

Company: City of Seaford, Delaware

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____



MAINTENANCE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

Initials: EFM _____ Customer _____

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 Seaford, Delaware

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: Andrea D. Reiser

Title: _____

Title: Finance Manager

Address: 414 High Street
Seaford, DE 19973

Address: 585 E. Swedesford Rd
Wayne, PA 19087
484-754-2112

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Customer _____

Please complete all applicable items.

Company Name City of Seaford, Delaware Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing	<input type="checkbox"/> Leasing	<input type="checkbox"/> Finance		

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



February 08, 2019

City of Seaford
414 High St
Seaford, DE 19973

City of Seaford, Delaware,

In our ongoing effort to maximize resale values for your returned vehicles, we are enhancing the procedures on the sale of returned lease vehicles.

When returning equity lease vehicles for disposal, we will determine the unit's expected wholesale value compared to the unit's reduced book value (i.e. payoff amount) and act accordingly:

1. Expected wholesale value is greater than your reduced book value -
Enterprise Fleet Management Remarketing will sell the leased vehicle for the highest wholesale market price available to us.
2. Expected wholesale value is less than your reduced book value –
Your Enterprise Fleet Management Account Team will inform you of our expected sale price and obtain your approval to sell the vehicle.

This enhancement will enable Enterprise Fleet Management to increase our wholesale outlets, thus increasing exposure of vehicles to the maximum number of buyers in the market place. More buyers equate to more money for you, our valued fleet client.

Please feel free to contact me with your feedback or any questions you might have about this enhancement to the disposal of your equity lease vehicles. Thank you for your past, present, and future business with Enterprise Fleet Management! We look forward to servicing your fleet management needs in the years to come.

Sincerely,

Alexander Arutynov
Account Executive
(484)754-2103

_____ Sign

____/____/____ Date

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between **Enterprise Fleet Management**, a Missouri corporation (hereinafter referred to as "Enterprise") and **CUSTOMER**, a City Of Seaford, Delaware _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and

B. The CUSTOMER is in the business of Government _____

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

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

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than two (2) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 2.07(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale.

If Enterprise has already remitted payment to CUSTOMER pursuant to Section 2.07(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 2.07. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

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

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

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

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

 Date

 Date

Exhibit A

Vehicles To Be Sold By Enterprise Pursuant to Consignment Auction Agreement

Vin Number	Year	Make/Model