



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

June 25, 2021
2:00 PM
202 Railroad Avenue, Rifle, CO

2:00 PM - Special Meeting

- 1. Call to Order & Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
 - 3.a.** Citizen Comments - for items not listed as public hearings on the agenda. Please limit comments to 3 minutes.
- 4. Regular Agenda**
 - 4.a.** Consider Purchase of Medium Duty Truck for Use as a Snowplow and Haul Truck
- 5. Adjournment**



Agenda Item #3.a.

Agenda Item Name:

Citizen Comments - for items not listed as public hearings on the agenda. Please limit comments to 3 minutes.

Presenter:

Item Description:

Citizen Comments - for items not listed as public hearings on the agenda. Please limit comments to 3 minutes.

Recommended Action:

No Action Needed

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Purchase of Medium Duty Truck for Use as a Snowplow and Haul Truck

Presenter:

Brian Prunty, Public Works Director

Item Description:

Due to the chip shortage our order of the Dodge 5500 was cancelled from the Vendor Berthod Motors. This was approved by the City Council at an amount of \$48,2261. Staff found a Ford F-550 at Enterprise Fleet Management (EFM), who we use for our fleet leasing for \$54,790.72. We have to commit to the purchase quickly or it will be sold to someone else. The truck purchase is an extremely important purchase for the City.

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. EFM Ford F-550 Quote_init

Prepared For: City of Rifle
 Prunty, Brian
Unit # 2527Q3
Year 2021 **Make** Ford **Model** F-550 Chassis
Series XL 4x4 SD Regular Cab 145 in. WB DRW

Date 06/17/2021
AE/AM TRR

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Vehicle Order Type In-Stock **Term** 60 **State** CO **Customer#** 574586

\$ 54,350.72	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CO</u>
\$ 1,230.75 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 440.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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) Oxford White
Interior Color	(0 I) Medium Earth Gray w/Cloth 40/20/40 Spli
Lic. Plate Type	Government
GVWR	0

\$ 54,790.72	Total Capitalized Amount (Delivered Price)
\$ 904.05	Depreciation Reserve @ <u>1.6500%</u>
\$ 149.52	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,053.57	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00	Sales Tax <u>8.1500%</u>	State <u>CO</u>
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Total Monthly Rental Including Additional Services

\$ 547.72	Reduced Book Value at <u>60</u> Months
\$ 375.00	Service Charge Due at Lease Termination

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

Notes

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

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

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

LESSEE City of Rifle *Brian Prunty* **Fleet Manager** **DATE** June 17, 2021
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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Transportation expense	C	\$ 300.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 440.00
Other Charges Total		\$ 440.00

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VEHICLE INFORMATION:

2021 Ford F-550 Chassis XL 4x4 SD Regular Cab 145 in. WB DRW - US

Series ID: F5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,610	\$43,800.00
Total Options	\$12,921.20	\$14,095.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$56,226.20	\$59,590.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION		INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	<i>BP</i>	\$91.00	\$100.00
145WB	145" Wheelbase		STD	STD
153	Front License Plate Bracket		NC	NC
17FFBP	Chrome Front Bumper		Included	Included
17F_	XL Decor Group		Included	Included
18A	Upfitter Interface Module		\$269.00	\$295.00
1S_02	(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat		NC	NC
41A	Rapid-Heat Supplemental Cab Heater		\$228.00	\$250.00
41H	Engine Block Heater		\$91.00	\$100.00
41P	Transfer Case Skid Plates		\$91.00	\$100.00
425	50-State Emissions System		STD	STD
43B	Fixed Rear-Window w/Defrost		\$54.00	\$60.00
43C	110V/400W Outlet		\$160.00	\$175.00
44G	Transmission: TorqShift 10-Speed Automatic		Included	Included
473	Snow Plow Prep Package		\$228.00	\$250.00
525_	Steering Wheel-Mounted Cruise Control		Included	Included
52B	Trailer Brake Controller		\$245.00	\$270.00
535	High Capacity Trailer Tow Package		\$528.00	\$580.00
54K	Folding Trailer Tow Mirrors w/Power Heated Glass		NC	NC
59H	Center High-Mounted Stop Lamp (CHMSL)		NC	NC
61J	6-Ton Hydraulic Jack		\$50.00	\$55.00
61L	Front Wheel Well Liners (Pre-Installed)		\$164.00	\$180.00
62R	Transmission Power Take-Off Provision		NC	NC
63A	Utility Lighting System		\$145.00	\$160.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel		Included	Included
660A	Order Code 660A		NC	NC
67B	397 Amp Alternators		Included	Included
872	Rear View Camera & Prep Kit		\$377.00	\$415.00
90L	Power Equipment Group		\$787.00	\$865.00
90LACD	Accessory Delay		Included	Included
90LASP	Advanced Security Pack		Included	Included
90LPLK	Power Locks		Included	Included
90LPWN	Power Front Side Windows		Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
90LRKE	Remote Keyless Entry	Included	Included
924	Privacy Glass	\$28.00	\$30.00
942	Daytime Running Lamps (DRL) (LPO)	\$41.00	\$45.00
94P	Pre-Collision Assist	\$104.00	\$115.00
96V	XL Value Package	\$360.00	\$395.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$8,486.00	\$9,325.00
99TBAT	Dual 78-AH 750 CCA Batteries	Included	Included
MYKEY	MyKey	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 18,000 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$327.00	\$360.00
Z1_01	(0 P) Oxford White	NC	NC
fuel	fuel	\$23.80	\$0.00
price adj	price adjustment to match dealer	\$43.40	-\$30.00

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CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

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Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cab clearance lights
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Trip Computer: trip computer
Trip Odometer: trip odometer
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

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Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 3 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
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
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 Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: cloth front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 31st day of Aug, 2020, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

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

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

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

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2021	Ford	F-550 Chassis	5718769

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

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

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

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

Enterprise FM Trust (Lessor)

City of Rifle ("Lessee")

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

By Tom Dolan Digitally signed by Tom Dolan

By Brian Prunty

Title: Fleet Management AVP

Title: Fleet Manager