



CITY OF WASHINGTON, ILLINOIS
Public Safety Committee Agenda Communication

Meeting Date: December 13, 2021

Prepared By: Chief McCoy and Deputy Chief Stevens

Agenda Item: Purchase of (2) two Harley Davidson Police Motorcycles

Fiscal Impact: \$ 36,000.00

Action Requested: Committee support to Council for purchase

In July of 2018 Washington City Council approved the Police Department to obtain bids for the lease of (2) two police Motorcycles.

Walters Brothers Harley Davidson was the low bidder of a lease program, (Attached) The Lease Agreement was for payments of \$3,500.00 a year, for each motorcycle, payable in three (3) annual installments for three (3) years. Cost to lease is \$10,500 a year for each motorcycle or total cost of \$21,000.00. (Copies of each title and lease agreement attached)

In addition to the Lease Fees, the City of Washington is responsible for all accessories and training. Total cost of such purchases is \$ 21,355.06. (See attached list)

Walters Brothers has agreed to sell the motorcycles to the City of Washington for a reduced cost of \$18,000.00 each. (Book value is \$19,660.00. (See attached letter)

We have found these motorcycle units to be a very valuable part of the Washington Police Department. Motor Unit Officers have appeared before this Committee, and the entire Council, stressing the importance they feel these units play. The motor units are used for funeral escorts, parades, public relations, speed enforcement (to a small degree) and especially recruitment. (See example attached)

As of today, the Washington Police Department has (3) three full time Officers and (1) one part time Officer as Certified Motor Unit Officers.

The Washington Police Department has received many public comments of support. The Motor Unit Officers ride through the subdivisions and spend time interacting with the youth, as well as adults, of the community...all while getting positive feedback.

We believe that with the time, training, essentials purchased and heavy interest in these units that a purchase of this price is of great value to the City of Washington.

We are asking for approval to purchase these (2) units for \$ 36,000.00.

Walters Brothers Harley-Davidson

615 S Maxwell Rd Peoria, IL

Phone: 309.697.1917

Fax: 309.697.3292



POLICE MOTORCYCLE LEASE PROPOSAL

Michael D. McCoy, Chief Of Police
City of Washington Police Department
115 W. Jefferson St
Washington, IL 61571

Please accept this Bid to lease (2) Two 2019 Harley-Davidson FLHTP Motorcycles under the following terms:

1. (3) Three year lease at a rate of \$3500 per year, payable in 3 annual installments. Three year Lease total of \$10,500.
2. All equipment modifications to be completed at the Departments Expense
3. Tax, Title and Registration to be completed at the Departments Expense

Submitted by Steve W. Wiebler, July 6, 2018 via US Mail



CERTIFICATE OF ORIGIN FOR A VEHICLE

HARLEY-DAVIDSON

DATE

11/15/18

INVOICE NO.

0792511VE9

VEHICLE IDENTIFICATION NO.

1HD1FMP12KB631539

YEAR

2019

MAKE

HARLEY-DAVIDSON

BODY TYPE

MOTORCYCLE

SHIPPING WEIGHT

809.00

H.P. (S.A.E.)

1868CC

G.V.W.R.

NO. CYLS.

2 2019 FLHTP DOM

SERIES OR MODEL

ENGINE NUMBER * FMPK631539*

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

WALTERS BROTHERS HARLEY-DAVIDSON, INC.
DBA WALTERS BROTHERS HARLEY-DAVIDSON
615 S MAXWELL RD
PEORIA, IL 61607-1038

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.



HD5170526

HARLEY-DAVIDSON MOTOR COMPANY

BY:

J. Darrell Thomas

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

MILWAUKEE, WISCONSIN

CITY - STATE

LEASE REQUIREMENTS

This agreement made and entered into between Walters Brothers Harley-Davidson, Inc., hereinafter referred to as Lessor, and the City Of Washington Police Department, hereinafter referred to as Lessee, made this 28th day of December, 2018, for the purpose of Lessor leasing to Lessee a Harley-Davidson FLHTP police motorcycle, under the following terms and conditions:

A. Equipment

One (1) 2019 Harley-Davidson FLHTP Police Solo Motorcycle. Complete specification sheet attached for the 2019 model year.

- ABS brakes
- Houston paint with single silver stripe
- Emergency Equipment provided by City of Washington Police Dept.
- VIN 1HD1FMP12KB631539

B. Agreement Terms

This agreement shall be effective as of the date of execution for a period of 36 months. Equipment leased under this agreement shall be used for Police and related activities only.

C. Payment Period

Lessee agrees to make the first payment of **\$3,500.00**, which includes the first 12 months of the lease. Total lease amount for the second and third 12-month period shall be **\$3,500.00**. Total lease amount for the 36-month period is **\$10,500**.

D. Insurance

At its own expense, Lessee shall carry insurance on the motorcycle leased from Lessor in the following forms:

Lessor shall be shown on all insurance certificates as Loss Payee and Additional Insured. Lessee shall furnish to the Lessor certificates of insurance or other satisfactory evidence of the insurance coverage described herein.

Motorcycle/Auto Liability (including bodily injury liability and property damage liability) in an amount provided by the State of Illinois Auto Liability Insurance plan (\$2,000,000 per occurrence).

Motorcycle/Auto physical damage insurance (including collision, theft, and comprehensive) shall be carried in an amount sufficient to repair the equipment in the event of a loss. For the event of the total loss of the vehicle, replacement value insurance will be provided.

Lessee shall be responsible for liability for bodily injury or property damage in all events.

Lessee shall carry worker's compensation insurance covering all employees and shall assure that the motorcycle shall not be used, ridden or handled by anyone other than an employee of the Lessee. Walters Brothers Harley-Davidson will do all repairs at the regular posted rates.

E. Indemnity

The Lessee shall and does hereby agree to indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery, and/or return of the equipment including, but not limited to, events causing personal injury, property damage and/or death, but shall be credited with any amounts received by the Lessor with respect thereto from liability insurance secure by the Lessee. Said indemnification shall include all damages, costs, and expenses

associated with any liability or claim including attorney fees and litigation costs incurred by the Lessor as determined by a court of competent jurisdiction.

F. Liens

The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the equipment, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim if the same shall arise at any time, and such discharge shall be effective no later than the end of this lease term.

G. Taxes

The Lessee shall comply with all laws and shall pay all taxes, if any, including, but not limited to Sales and Use Taxes, Excise taxes, Personal Property Taxes and Assessments. The Lessee shall pay all permits and any similar charges imposed on the ownership, possession or use of the equipment during the term of this agreement.

H. Care & Use of Equipment

The Lessee at its own cost and expense, shall maintain the equipment in good operating condition, repair and appearance, and protect the equipment from deterioration other than normal wear and tear. All repairs and maintenance shall be made at:

Walters Brothers Harley-Davidson, Inc.
615 S. Maxwell Rd
Peoria, IL 61607
(309) 697-1917.

The Lessee shall use the equipment for Police and related activities only, without abuse and in a manner contemplated by Lessor; and shall not make modifications, alterations, or additions to the equipment (other than normal operating accessories or controls) without written consent shall not be unreasonably withheld. Lessor shall have the right during normal hours to enter upon the premises where the equipment is located in order to inspect, observe, or otherwise protect Lessor's interest and the Lessee shall cooperate in affording Lessor the opportunity to do the same. Lessee shall comply with the schedule of routine service provided by the factory, namely at 1,000/ 5,000/ 10,000 mile service. Lessee shall arrange for all maintenance and repair work to be performed at Lessor's business and shall pay to Lessor, at the time of the rendering of services all maintenance fees, the fair market value of the services rendered. Only trained and licensed officers may operate the motorcycle. Only one person may ride on the motorcycle at a time. The motorcycle must be garaged when not in use. A police officer may drive the motorcycle home at the conclusion of his or her shift as long as the motorcycle is garaged at the officer's residence.

I. Damage or Deterioration of Equipment

In the event the equipment is partially damaged or destroyed prior to the end of this agreement, the Lessee will promptly have the equipment repaired and restored to its original condition and working order for the purposes intended. All repairs shall be made at:

Walters Brothers Harley-Davidson, Inc.
615 S. Maxwell Rd.
Peoria, IL 61607
(309) 697-1917

Lessee shall pay fair market value of the cost of the repairs. In the event the equipment is not, in Lessor's opinion, economically restorable, Lessee shall pay Lessor the full fair market value of the property at its value just prior to the motorcycle being damaged, which valuation shall be made without consideration of this lease amount.

J. Events of Default and Remedies

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events:

- A. Lessee fails to make any periodic payment, or to pay any other payments required to be paid here under, or
- B. Lessee fails to keep any such other term covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, the Lessee fails to remedy such default within a period of 30 calendar days after receipt of written notice of default, Lessor or its assignees shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies.

- A. By written notice to Lessee, Lessor may declare and amount equal to all payments due during the term of this agreement to be immediately due and payable as liquidated damages and not as penalty, whereupon the same shall become immediately due and payable;
- B. Re-enter and take possession of the equipment, enforcing this agreement or terminating this agreement, and repossess the equipment and sell or lease the equipment. Lessee shall be liable for all payments up to the effective date of such lease or sale to a third party. Lessee shall be liable for all costs, expenses, and damages incurred by the Lessor in connection with such default, including reasonable attorney fees.
- C. Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of Lessee under this agreement.

K. Disposition of Equipment

Upon termination of this lease agreement at the end of the 36 month period, Lessee shall have the option of purchasing the motorcycle covered by this agreement for the fair market value, as determined by Lessor. In the event that Lessee does not wish to purchase the motorcycle, police officers employed by Lessee shall have the right to purchase the motorcycle at fair market value, as determined by Lessor. Said disposition will be determined immediately prior to the end of the lease period. In the event neither Lessee nor a police officer employed by Lessee purchases the motorcycle, Lessee shall return the motorcycle and all equipment to Lessor. Lessor will transfer all emergency equipment to new motorcycle purchased or leased from Lessor.

L. No Warranty

Lessor makes no warranty as to the condition of the motorcycle at the time of leasing or purchase and excludes all warranties, express or implied. Particularly, Lessor excludes all warranties as to merchantability or fitness for particular purpose. Any warranty that might apply would come directly from the manufacturer, but shall not impose any obligation on Lessor.

M. Failure to Take Possession

As a deterrent to Lessee failing to take delivery of the equipment as herein provided, Lessee agrees that if Lessee does not accept delivery, Lessee shall, at Lessor's option, forfeit to Lessor, as penalty, five

percent (5%) of the manufacture's suggested retail price of the equipment. Lessor retains the right to bring action for actual damages caused by breach of this agreement in lieu of the above penalty.

Lessee shall execute this lease and make total payment of the first 12-month lease term for a total of \$3,500.00, prior to taking delivery of the motorcycle. Total lease amount for the second and third 12-month period shall be \$3,500.00, payable 30 days prior to the beginning of the second and third respective 12-month period. Total due at lease inception: \$3,500.00.

LESSEE: City Of Washington Police Department

Lessee's Name MICHAEL Mcloy/CITY OF WASHINGTON

Lessee's Signature Michael Mcloy

Date 12-28-18

LESSOR: Walters Brothers Harley-Davidson, Inc.

Lessor's Name STEVE W WIEBLER

Lessor's Signature Steve W. Wiebler

Date 12-28-2018

CERTIFICATE OF ORIGIN FOR A VEHICLE

HARLEY-DAVIDSON

DATE

11/20/18

INVOICE NO.

0792533VE9

VEHICLE IDENTIFICATION NO.

1HD1FMP13KB631954

YEAR

2019

MAKE

HARLEY-DAVIDSON

BODY TYPE

MOTORCYCLE

SHIPPING WEIGHT

809.00

H.P. (S.A.E.)

1868CC

G.V.W.R.

NO. CYLS.

2 2019 FLHTP DOM

SERIES OR MODEL

ENGINE NUMBER * FMPK631954*

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

WALTERS BROTHERS HARLEY-DAVIDSON, INC.
DBA WALTERS BROTHERS HARLEY-DAVIDSON
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PEORIA, IL 61607-1038

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.



HD5171124

HARLEY-DAVIDSON MOTOR COMPANY

BY:

J. Darrell Thomas

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

MILWAUKEE, WISCONSIN

CITY - STATE

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LESSEE: City Of Washington Police Department

Lessee's Name MICHAEL D. Mcloy / City of Washington

Lessee's Signature Michael D. Mcloy

Date 12-28-18

LESSOR: Walters Brothers Harley-Davidson, Inc.

Lessor's Name STEVE W WIEBLER

Lessor's Signature Steve Wiebler

Date 12-28-2018

Date	Item	Invoice Number	Expenditure
3/15/2019	Scot Craig	1	650.00
5/31/2021	Intapol - Motorcycle Officer Equipment	???	2,612.00
6/15/2019	Tony & Son's Tow Motorcycle Invoice	44011	125.00
1/20/2020	Midwest Police Motorcycle Training - Grossman	48049	1,595.00
5/14/2020	Lock & Lean Motorcycle Training - Hinken	48/488	1,600.00
5/14/2020	Lock & Lean Motorcycle Lodging - Hinken	48517	1,640.00
5/14/2020	Meals - Lock & Lean Motorcycle - Hinken		495.00
7/27/2020	Lodging - Motorcycle Training - Casey	???	775.26
7/27/2020	Meals - Motorcycle Training - Casey		700.00
	Lodging Motorcycle Training-Hinken	???	316.35
3/25/2021	Intapol - Uniforms, Helmet Communications kit	27117	2,612.90
6/11/2021	Walter's Bros - Maintenance	102453	835.98
6/28/2021	Strobes n More - Whelen LED lights, LP bracket, crash bar kit	231769	1,215.67
12/7/2021	Walters Bros - saddlebags	97769	239.95
12/7/2021	Walters Bros - saddlebags	978657	239.95
			15653.06
	Simpson Training		1,595.00
	CerneK Training		1,595.00
	2..Helmets, communication, uniforms		2,512.00
	total		21,355.06



Walters Brothers Harley-Davidson

615 S. MAXWELL ROAD, PEORIA, IL 61607
(309) 697-1917 www.waltersbroshd.com

To whom it may concern,

Our lease agreement for two 2019 FLHTP Electra Glide Police motorcycles (VIN 1HD1FMP12KB631539 and VIN 1HD1FMP13KB631954) is ending December 2021.

We are interested in selling these two units to the City of Washington.

The current Kelly Blue Book retail value of these units is \$19,660.

We are extending the offer of \$18,000 per unit.

After consideration, please contact Steve Wiebler.

309-697-1917 or steve@waltersbroshd.com

Thank you,

David Wiebler

309.697.1917 ext 218

david@waltersbroshd.com



Illinois State Police

46m · 🌐

...

Looking for a career where you can be outside and not in an office?

Looking for a career where you can ride a motorcycle all day?

Looking for a career that allows you to enjoy the sunrise or sunset with an unobstructed view?

We have a Harley-Davidson waiting for YOU!

Apply online at www.illinoisTROOPER.com.

#motors #harley #motorteam #patrol #motorofficer #wearehiring

Harley-Davidson

Any questions please contact

Omoayena.Williams@illinois.gov (Northern)

Tracy.Lillard@illinois.gov (Central)

Darrell.Skruggs@illinois.gov (Southern)

