



*City Council*  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Clinton Morris, 1<sup>st</sup> Ward

Alderman Daniel Snow, 2<sup>nd</sup> Ward

*Co-Chairman, City/County Coordinating*

Alderman Thomas Ratcliffe, 3<sup>rd</sup> Ward

*Chairman, Finance and Personnel*

*Vice Chairman Building Planning and Zoning*

Alderman George Crawford, 4<sup>th</sup> Ward

*Chairman, Public Safety*

Alderman John Sanders, 5<sup>th</sup> Ward

*Chairman, Building, Planning and Zoning*

Alderman Clayton Stevens, 1<sup>st</sup> Ward

*Vice Co-Chairman, City/County Coordinating*

Alderman Daniel Arevalo 2<sup>nd</sup> Ward

*Vice Chairman, Public Safety*

Alderman Wendy Frank, 3<sup>rd</sup> Ward

*Vice Chairman, Finance and Personnel*

Alderman Ronald Brooks, 4<sup>th</sup> Ward

*Chairman, Public Works*

Alderman Mark Sanderson, 5<sup>th</sup> Ward

*Vice Chairman, Public Works*

**AGENDA**

**December 12, 2016**

**6:00 p.m.**

**City Council Chambers**

**401 Whitney Boulevard**

**Belvidere, Illinois**

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.

2. Building, Planning & Zoning, New Business:

(A) Independent Contractor Agreement for Electrical Inspection Services.

(B) Independent Contractor Agreement for Plumbing Inspection Services.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) Request for reduction of cash escrow – Plat #2 of Landmark Logistics Subdivision.
- (B) Well #4 Electrical Upgrade.
- (C) Well #9 Electrical Upgrade.

5. Other:

- (A) Business Registration – keep on agenda.
- (B) Alexis Fire Equipment Company – Sales Agreement.

6. Adjournment:

INDEPENDENT CONTRACTOR AGREEMENT  
FOR ELECTRICAL INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects electrical systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for electrical inspections; and

WHEREAS, Phillip Long is a licensed electrician in the State of Illinois who owns and operates an electrical inspection business commonly known as Long Enterprise; and

WHEREAS, Phillip Long through Long Enterprise also performs other inspection services; and

WHEREAS, Phillip Long d/b/a Long Enterprise desires to provide electrical and other inspection services as assigned to the City on a contract basis.

NOW THEREFORE, IT IS Agreed between the City of Belvidere and Phillip Long d/b/a Long Enterprise (hereinafter Inspector) as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The inspector warrants that inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide electrical and other inspection services as assigned, for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, state statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections and other work and shall solely be responsible for the conduct of such inspections and work.
- 5) Inspector agrees that all inspections and work performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere, its Building Department and all statutes of the State of Illinois. All inspections and work will be performed promptly (within 48 hours) upon request of the City. Inspector agrees that any employee assigned to conduct inspections for the City will have and maintain all necessary licenses of the State of Illinois and will be reasonably acceptable to the City. Prior to assigning any new employee to a City inspection or project, Inspector

will inform the City of the new employee and seek the City's approval of the employee, which approval will not be unreasonably withheld. Inspector shall notify the City of Belvidere Building Inspector of any period in which neither Inspector nor any of its employees will be unavailable to perform services. In the event Inspector is not available to perform services and the City is required (due to Inspector's unavailability) to obtain an alternative service, Inspector shall reimburse the City in the amount of \$128.00 per day that the City obtains an alternative service provider.

- 6) Inspector shall perform all inspections and other work (both residential and other inspections) as required by the City. As compensation for said inspections, the City shall pay Inspector the flat fee of \$18,500 per year. Said fee shall be paid in 12 equal installments on a monthly basis.
- 7) Inspector agrees that Inspector is not an employee of the City but provides contract services to the City. Inspector and inspector's employees shall not represent themselves to any third party as a City Employee but instead as the City's Contract Inspectors/Service Providers. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes for Inspector and its employees.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2017. It may be renewed for subsequent one-year terms upon the agreement of the parties hereto. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. If the City terminates this Agreement due to a violation arising under Section 7 above, no notice is necessary and this Agreement may be terminated immediately. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: Phillip Long d/b/a  
Long Enterprise

By: The City of Belvidere

By: Phillip L. Long.  
Phillip Long

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

INDEPENDENT CONTRACTOR AGREEMENT  
FOR PLUMBING INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects plumbing systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for plumbing inspections; and

WHEREAS, Billy Toft is a licensed plumber in the State of Illinois; and

WHEREAS, Billy Toft desires to provide inspection services to the City on an independent contractor basis as a plumbing inspector; and

NOW THEREFORE, IT IS Agreed between the City of Belvidere and Billy Toft (hereinafter Inspector) as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The inspector warrants that inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide plumbing inspection services for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, state statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific plumbing projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections.
- 5) Inspector agrees that all inspections performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere and its Building Department and all statutes of the State of Illinois. All inspections will be performed promptly (within 48 hours) upon request of the City. Inspector agrees to notify the City of Belvidere Building Inspector of any period in which Inspector will be unavailable to perform inspection services (including, but not limited to vacations, extended illness etc.). In the event Inspector is not available to perform inspection services and the City is required (due to Inspector's unavailability) to obtain an alternative inspection service, Inspector shall reimburse the City in the amount of \$92.00 per day that the City obtains an alternative inspector.
- 6) Inspector shall perform all plumbing inspections (both residential and other inspections) as required by the City. As compensation for said inspections, the

City shall pay Inspector the flat fee of \$17,000 per year. Said fee shall be paid in 12 equal installments on a monthly basis.

- 7) Inspector agrees that he is an independent contractor and not an employee of the City. Inspector shall not represent himself/herself to any third party as a City Employee but instead as the City's Contract Plumbing Inspector. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2017. It may be renewed for subsequent one-year terms upon the agreement of the parties hereto. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. If the City terminates the Agreement due to a violation arising under Section 7 above, no notice is necessary and this Agreement may be immediately terminated. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: Billy Toft  
By:   
Billy Toft

By: City of Belvidere  
By: \_\_\_\_\_  
Mayor

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 12/7/2016  
**Re:** Request for Reduction of Cash Escrow – Plat #2 of Landmark Logistics Subdivision

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Pleased find attached to this memo a request from the developer to reduce the amount of cash escrow for the public improvements completed in Plat #2 of Landmark Logistics Subdivision.

We have reviewed the developer's request and based on the work completed to date, the escrow may be reduced from \$402,786.00 to \$72,838.00. This amount represents 125% of the cost of the uncompleted work, in accordance with the provisions of Section 151.61(b)(2) of the City's Subdivision Code.



# R.K. JOHNSON & ASSOCIATES, INC.

1515 Windsor Road, Loves Park, IL 61111

(815) 633-5097

December 6, 2016

Brent Anderson  
Director of Public Works  
401 Whitney Blvd.  
Belvidere, IL 61008

Re: Proposed Improvements for Landmark Logistics Subdivision, Plat No. 2

Brent,

At the request of the Developer, Dan Ericson, we have completed a cursory field inspection of the public improvements related to the project referenced above. It is our understanding that the required Retainage Amount may be lowered to the substantial amount of site work that has already been completed. The purpose of this letter is to summarize the items that have been constructed. An Estimate of Outstanding Cost to Date has been prepared and has been sent with this cover letter.

The HMA pavement, concrete curb and gutter and concrete sidewalk within the Logistics Drive public right-of-way has been constructed and appears to be draining property. The lawn area in the parkway, however, still requires final grading and restoration.

The PVC water main, domestic and fire protection water services and fire hydrant have been installed. We have confirmed with the City Water Department that the water main has been charged, flushed and pressure tested. A leak at one of the 2" service saddles was discovered and repaired, and a successful pressure test was witnessed. A successful bacteriological test must be completed before the City accepts the water main.

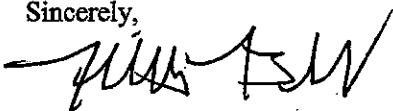
The storm sewer structures, sewer pipe, culverts and flared end sections were all visually observed as installed. As there is no standing water on the paved surfaces, it is assumed that the storm sewer is functioning properly and conveying all storm water runoff to the designated detention areas.

The drainage swales and dry-bottom detention ponds have been graded and the bioretention facilities and dry well structures have been installed. The size, shape and depth of the detention areas appear to match the approved drawings. While the drainage swales and pond bottoms are muddy and wet, there is very little standing water on the site. It should be noted, however, that final grading and site restoration is not done and will likely need to be completed in the spring.

Based on our site inspection, it seems clear that the public improvements on Landmark Logistics, Plat No. 2 have been substantially completed. For that reason, we feel a reduction in the amount retained by the City would be very reasonable.

Please feel free to call with any questions or concerns.

Sincerely,



Nicholas Becker, P.E., CFM

**FINAL PLAT NO. 2 of LANDMARK LOGISTICS  
ENGINEER'S ESTIMATE OF OUTSTANDING COST as of 12-6-16**

ITEM	UNIT	QTY.	UNIT COST	TOTAL COST	TOTAL COST OUTSTANDING	NOTES
<b>STORM WATER DRAINAGE &amp; DETENTION</b>						
PRECAST CONCRETE FLARED END SECTION, 15" DIA.	EACH	4	\$ 400.00	\$ 1,600.00	\$ -	
PRECAST CONCRETE FLARED END SECTION, 18" DIA.	EACH	4	\$ 600.00	\$ 2,400.00	\$ -	
INLET SPECIAL	EACH	4	\$ 3,200.00	\$ 12,800.00	\$ -	
STORM MANHOLE, 5' DIAMETER	EACH	1	\$ 2,800.00	\$ 2,800.00	\$ -	
DRY WELL	EACH	5	\$ 2,800.00	\$ 14,000.00	\$ -	
BIORETENTION FACILITY	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ -	
<b>EROSION CONTROL &amp; SITE STABILIZATION</b>						
INLET PROTECTION	EACH	8	\$ 100.00	\$ 800.00	\$ 800.00	Installed but routine maintenance required
TEMPORARY DITCH CHECK	EACH	10	\$ 100.00	\$ 1,000.00	\$ 1,000.00	Installed but routine maintenance required
CULVERT PROTECTION	EACH	3	\$ 200.00	\$ 600.00	\$ 600.00	Installed but routine maintenance required
ROCK CHECK DAM	EACH	1	\$ 800.00	\$ 800.00	\$ 800.00	Installed but routine maintenance required
<b>LIGHTING</b>						
STREET LIGHT, COMPLETE	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	Not complete
UNIT DUCT W/3-#10, BLK., RED & GROUND	FOOT	332	\$ 10.00	\$ 3,320.00	\$ 3,320.00	Not complete

**ESTIMATED OUTSTANDING COST AS OF DECEMBER 6, 2016      \$58,270.00**

**FINAL PLAT NO. 2 of LANDMARK LOGISTICS  
ENGINEER'S ESTIMATE OF OUTSTANDING COST as of 12-6-16**

ITEM	UNIT	QTY.	UNIT COST	TOTAL COST	TOTAL COST OUTSTANDING	NOTES
<b>ROADWAY &amp; EXCAVATION</b>						
EARTH EXCAVATION (ONSITE)	C.Y.	21,350	\$ 4.00	\$ 85,400.00	\$ 8,540.00	Retain 10% for final grading
AGGREGATE BASE COURSE, TYPE B, 12" THK.	S.Y.	3,050	\$ 11.00	\$ 33,550.00	\$ -	
HMA SURFACE COURSE, 2" THK.	S.Y.	3,050	\$ 9.00	\$ 27,450.00	\$ -	
HMA TOP BINDER COURSE, 4" THK.	S.Y.	3,050	\$ 16.00	\$ 48,800.00	\$ -	HMA Pavement, concrete curb and gutter and concrete sidewalk have been constructed
HMA LOWER BINDER COURSE, 4" THK.	S.Y.	3,050	\$ 15.00	\$ 45,750.00	\$ -	
COMBINATION CONCRETE CURB & GUTTER, TYPE M 6.18	FOOT	675	\$ 20.00	\$ 13,500.00	\$ -	
CONCRETE WALK	S.F.	3,240	\$ 5.00	\$ 16,200.00	\$ -	
SITE RESTORATION (TOPSOIL, LAWN SEED, FERTILIZER, SOIL STABILIZATION)	ACRE	5.50	\$ 5,000.00	\$ 27,500.00	\$ 27,500.00	Not complete
<b>SANITARY SEWER</b>						
10" SDR 35 PVC (ASTM D-3034) SANITARY SEWER	FOOT	149	\$ 100.00	\$ 14,900.00	\$ 1,490.00	Retain 10% for final testing and acceptance
6" SDR 26 PVC (ASTM D-2241) SANITARY SEWER SERVICE	EACH	3	\$ 2,000.00	\$ 6,000.00	\$ 1,490.00	Retain 10% for final testing and acceptance
SANITARY MANHOLE	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 1,490.00	Retain 10% for final testing and acceptance
<b>WATER MAIN</b>						
10" PVC (AWWA C900) WATER MAIN	FOOT	285	\$ 140.00	\$ 39,900.00	\$ 3,990.00	Retain 10% for final testing and acceptance
FIRE HYDRANT, COMPLETE	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ -	Installed but routine maintenance required

**FINAL PLAT NO. 2 of LANDMARK LOGISTICS  
ENGINEER'S ESTIMATE OF OUTSTANDING COST as of 12-6-16**

ITEM	UNIT	QTY.	UNIT COST	TOTAL COST	TOTAL COST OUTSTANDING	NOTES
10" PVC (AWWA C900) FIRE PROTECTION WATER SERVICE, COMPLETE	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 250.00	Retain 10% for final testing and acceptance
6" PVC (AWWA C900) FIRE PROTECTION WATER SERVICE, COMPLETE	EACH	2	\$ 2,200.00	\$ 4,400.00	\$ 440.00	Retain 10% for final testing and acceptance
4" PVC (AWWA C900) DOMESTIC WATER SERVICE, COMPLETE	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 200.00	Retain 10% for final testing and acceptance
2" TYPE K COPPER DOMESTIC WATER SERVICE, COMPLETE	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 360.00	Retain 10% for final testing and acceptance
CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ -	Complete/Installed
10" X 22.5 DEGREE BEND FITTING	EACH	2	\$ 600.00	\$ 1,200.00	\$ -	
10" 45 DEGREE BEND	EACH	1	\$ 600.00	\$ 600.00	\$ -	
<b>STORM WATER DRAINAGE &amp; DETENTION</b>						
RCP STORM SEWER, 12" DIAMETER	FOOT	108	\$ 30.00	\$ 3,240.00	\$ -	Storm sewer installation is complete
RCP STORM SEWER, 15" DIAMETER	FOOT	281	\$ 35.00	\$ 9,835.00	\$ -	
RCP STORM SEWER, 18" DIAMETER	FOOT	106	\$ 37.00	\$ 3,922.00	\$ -	
RCP STORM SEWER, 24" DIAMETER	FOOT	169	\$ 45.00	\$ 7,605.00	\$ -	
PERFORATED PVC PIPE UNDERDRAIN, 12" DIA.	FOOT	178	\$ 38.00	\$ 6,764.00	\$ -	
PRECAST CONCRETE FLARED END SECTION, 12" DIA.	EACH	2	\$ 300.00	\$ 600.00	\$ -	

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 12/8/2016  
**Re:** Well #4 Electrical Upgrade

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The existing electrical distribution equipment at Well #4 needs to be upgraded. Some of the components are original to the building. We have received the following proposals to complete this work:

- |                                                                              |             |
|------------------------------------------------------------------------------|-------------|
| 1. Engel Electric Company<br>1514 W 4 <sup>th</sup> St<br>Sterling, IL 61081 | \$29,974.00 |
| 2. The Morse Group<br>1390 Gateway Blvd<br>Beloit, WI 53511                  | \$32,320.00 |

Both firms have successfully completed projects for us in the past and are familiar with our facilities. Included in this work will be the installation of an automatic transfer switch which will allow for the future installation of a permanent stand-by generator for this well.

This work was not included in the current budget, however, we do have \$100,000 budgeted for the rehabilitation of Well #9. The cost to complete the rehabilitation and electrical upgrades to Well #9 will be approximately \$50,000, leaving a sufficient balance to complete the Well #4 electrical upgrade.

Council action on this item will require waiving of the bid requirement as a formal bid package with detailed specifications was not developed. Instead, an on-site meeting was held with both contractors to review the existing conditions and discuss ion on the required upgrades.

I would recommend approval of the proposal from Engel Electric, in the amount of \$29,974.00, to complete the electrical upgrades to Well #4. This work will be paid for from Line Item #61-1790.



Alexis Fire Equipment Company  
 109 East Broadway | Alexis, IL 61412  
 Phone: (800) 322-2284  
 E-mail: sales@alexisfire.com

**SALES AGREEMENT  
 ALEXIS FIRE EQUIPMENT CO.**

This Sales Agreement ("Agreement") is made and entered into, in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **ALEXIS FIRE EQUIPMENT CO.**, an Illinois corporation (the "Company"), and  
 \_\_\_\_\_  
 City of Belvidere

\_\_\_\_\_  
 (the "Buyer").

**WITNESSETH**

**WHEREAS**, the Company and the Buyer desire to enter into this Agreement subject to the terms and conditions hereto;

**NOW, THEREFORE**, for and in consideration of the foregoing recital and the undertakings and agreements hereinafter provided, the parties agree as follows:

**ARTICLE 1: SALE**

The Company agrees to sell to the Buyer, upon the conditions which are below written, the vehicle(s) and equipment, according to the specifications attached and incorporated by reference herein as Exhibit A (collectively, the "Products").

**ARTICLE 2: ACCEPTANCE**

The Agreement shall be binding on the Company only after written acceptance at the Company's Home Office in Alexis, Illinois by an officer of the Company. Written notice of acceptance shall be given to the Buyer.

**ARTICLE 3: PAYMENT**

3.1 The Buyer agrees to pay as the purchase price of the Products specified in Exhibit A the sum of Four hundred seventy two thousand two hundred eighty five dollars and no/100

DOLLARS (\$ 472,285.00 ) to **ALEXIS FIRE EQUIPMENT CO.**, in the manner described below.

\$8,000 trade in 2002 American LaFrance. The Chassis payment of  
\$210,766.00 shall be made within 10 days of invoicing. Balance of  
contract plus any alterations shall be payable upon delivery of the  
finished unit.

Interest shall begin to accrue on the unpaid balance at the rate of 1-1/2% per month on the day after each payment is due.

3.2 Buyer shall pay all amounts payable to the Company when due, time being of essence, and shall pay all of Buyer's expenses, if incurred by the Company, for taxes, insurance, freight and warehousing relating to the Products. The Company reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance

**ARTICLE 4: TAXES**

Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or use tax imposed upon the Company, Buyer or the Products. Whenever possible the Company shall add such taxes to the invoice as a separate charge. However, the Company shall have the right at anytime to separately bill Buyer for any such taxes which the Company may be required to pay. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**ARTICLE 5: RISK OF LOSS AND INSURANCE**

All risk of loss shall pass to the Buyer when the Products are delivered to the Buyer at Buyers location. Company shall insure the Products "all risks" until the Products are delivered to the Buyer at Buyers location at an amount not less than the purchase price identified in Article 3.

**ARTICLE 6: COMPLETION**

The Product shall be completed by Company within 300 calendar days after acceptance of the Agreement by the Company. This date may be extended by delays caused by war, fire, strike, acts of God, and other facts beyond the reasonable control of Company. In the event of any delay extending the completion date beyond 360 calendar days from the date of acceptance, the Buyer may cancel the contract and all sums previously paid by Buyer to Company shall be immediately returned to Buyer.

**ARTICLE 7: SHIPMENT**

All shipments shall be made F.O.B. destination (123 S. State Street Belvidere, Illinois). Complete operation instructions and handling instructions relating to the Products shall be furnished by the Company at the time of delivery of the Products to the Buyer and Company shall provide reasonable training in the use of the Products.

**ARTICLE 8: MULTIPLE PIECES**

If more than one vehicle or more Products are ordered under this Agreement and the Products are shipped at different dates, the terms of payment stated herein shall apply to each shipment and an invoice covering each shipment shall be rendered.

**ARTICLE 9: LIMITED WARRANTY**

The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, and for a period of one (1) year after this date, the Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. For a period of one (1) year from the date of



delivery to the Buyer, the Company or its authorized agent shall repair or replace (at the option of the Company or its authorized agent) any of the Products, or component thereof, which after use and service as specified in the operation and handling instruction, is determined to be defective by the Company or its authorized agent upon inspection at the premises of the Company or its authorized agent. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

Defective parts will not be accepted for return or replacement without the prior written authorization of the Company. Upon receipt of such written authorization, and in accordance with instructions from the Company, the defective parts may be returned to the Company or its authorized agent at the expense of the Buyer. Return shipment of repaired/replaced part or parts covered by this Limited Warranty shall be at the expense of the Company. Unauthorized alteration and/or repair of the Products by anyone other than the Company or its authorized agent which causes failure of the Products or associated components will void this Limited Warranty in its entirety. Any Products replaced or repaired under the terms of the Limited Warranty shall only be warranted for the remainder of the one (1) year period applicable to the Products replaced.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than that specified in the operation and handling instructions provided by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

## **ARTICLE 10: LIMITATION OF REMEDIES AND DAMAGES**

**THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST THE COMPANY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTS IN THE PRODUCTS AS SET FORTH ABOVE. THE BUYER SHALL HAVE NO CLAIM AGAINST THE COMPANY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY BE SUSTAINED BY THE BUYER, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE PRODUCTS UNDER ANY THEORIES OF LAW OR EQUITY, OR THOSE DAMAGES ARISING FROM LOST PROFITS, LOST SALES, INJURY TO PERSON OR PRODUCTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, OR FOR DAMAGES BASED UPON NEGLIGENCE.** The sole purpose of the exclusive remedy shall be to provide the Buyer with repair or replacement of defective Products. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Company is willing and able to repair or replace defective Products in the manner prescribed. The maximum liability of the Company under the Limited Warranty shall not in any case exceed the purchase price for the Products claimed to be defective. Any action for breach of warranty must be commenced within one (1) year after the cause of action arises.

#### **ARTICLE 11: WARRANTY DISCLAIMER**

**THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE LIMITED WARRANTY GRANTED BY THE COMPANY TO THE BUYER HEREIN SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE WARRANTY BY THE COMPANY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF THE COMPANY.**

11.1 Following thirty (30) days after the date of delivery, all warranty claims shall be submitted by the customer to the Company on the Warranty Claim form supplied by the Company at delivery.

Prior to the end of the one (1) year period from the date of delivery, the Customer shall submit any additional warranty claims to the Company on said Warranty Claim form, this ending the period for submission of warranty claims per the Limited Warranty.

Upon receipt of the respective Warranty Claim forms, the Company will act in a timely manner in accordance with the Limited Warranty to expedite said claims. If, however, the apparatus is deemed to be out of service during this one year period the Customer shall notify the Company in writing and appropriate action will be taken in accordance with the Limited Warranty.

#### **ARTICLE 12: ASSIGNMENT**

Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Company.

#### **ARTICLE 13: TRADEMARKS**

13.1 All Products sold to the Buyer by the Company may bear a trademark owned by the Company. Any trademark affixed to the Products by the Company shall remain the sole property of the Company. The Buyer hereby acknowledges the Company's exclusive right, title and interest in and to any such trademark of the Company; and the Buyer shall not at anytime do or cause to be done any act or thing in anyway contesting or in anyway impairing or tending to impair any part of such right, title and interest. The term "trademark" as used herein, includes any trademark or trademark rights of the Company, whether the trademark is registered pursuant to the laws of the federal government of the United States of America, or exists pursuant to the common law or the laws of any state or nation.

13.2 In the event of any infringement of the rights of the Company to any trademark coming to the notice of the Buyer, the Buyer shall promptly notify the Company, in writing, and the Buyer shall join with the Company, if required by the Company and at the expense of the Company, in taking such steps as the Company may deem advisable against the infringement or otherwise for the protection of the rights of the Company.

#### **ARTICLE 14: GENERAL PROVISIONS**

14.1 Titles to Articles herein are for informational purposes only.

14.2 The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, subject to the provisions of Article 12.

14.3 This Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and the statutes of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. The parties agree to and consent to venue and personal jurisdiction in the 17<sup>th</sup> Judicial Circuit, Boone County, Illinois. Any action brought, in any way related to this Agreement, shall be brought in that jurisdiction.

14.4 If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

14.5 This Agreement constitutes the entire understanding and agreement between the parties relating to the sale of the Products by the Company to the Buyer and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the sales of Products. This Agreement may be amended only by a written instrument signed by each party.

14.6 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices demands or other communications to any of the parties to this Agreement shall be addressed as follows:

To The Company:

Alexis Fire Equipment Company  
PO Box 549  
109 E. Broadway  
Alexis, Illinois 61412

With a Copy to:

Keith J. Braskich  
Davis and Campbell, L.L.C.  
401 Main Street  
Suite 1600  
Peoria, Illinois 61602-1241

Buyer's Legal name and address:

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Buyer's billing address:

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14.7 Any waiver by a party hereto of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

14.8 The Company may provide a copy of this Agreement to other potential buyers for their review and use with respect to the purchase of similar Products from the Company.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
ALEXIS SALESMAN

\_\_\_\_\_  
BUYERS REGISTERED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
CONTACT PERSON & PHONE NUMBER

\_\_\_\_\_  
TAX EXEMPT NUMBER

\_\_\_\_\_  
F.E.I.N. NUMBER

**ACCEPTED:**      **ALEXIS FIRE EQUIPMENT CO.**  
                         **109 EAST BROADWAY**  
                         **ALEXIS, ILLINOIS 61412**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



IN PARTNERSHIP WITH BMO HARRIS BANK



November 22nd, 2016

Ms. Becky Tobin  
City of Belvidere  
123 S. State Street  
Belvidere, IL 61008

Dear Becky:

Thank you for the opportunity to propose lease figures for your upcoming equipment acquisition. As you know, American Capital is a leader in providing equipment lease and finance options for Schools and Municipalities.

Our expertise in the Education/Municipal Leasing Marketplace is noted by dozens of administrators ranging from Superintendents to Business Managers to Directors of Technology.

The lease options listed below are based upon final credit approval and spread over like term market indexes.

Equipment Cost	Term	Payment Amount	Rate	Fees Being Charged
\$384,285.00	6 Years Annual Payments	\$68,828.24/yr	2.476%	\$149

- Lease would commence on 12/21 into escrow
- Payments are due each 6/1. Starting on 6/1/17

Your absolute satisfaction and positive relationship with American Capital is extremely important to us.

If you have any questions, please ask. Our team looks forward to working further with the City of Belvidere.

Regards,

Jason Marquardt  
Executive Vice President



Jason Marquardt- Executive Vice President  
2015 Ogden Avenue, Suite 400, Lisle, IL 60532  
(P) 630-512-0066 x118  
[jmarquardt@americacapital1.com](mailto:jmarquardt@americacapital1.com)  
[www.americacapital1.com](http://www.americacapital1.com)

## DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS  
\*\*NO FRONT AND BACK COPIES, PLEASE\*\*

RETURN ALL ORIGINALS TO:  
AMERICAN CAPITAL FINANCIAL SERVICES, INC.  
<<DOCUMENTATIONSPECIALIST>>  
2015 OGDEN AVENUE #400  
LISLE, IL 60532  
<<DOCUMENTATIONSPECIALISTPHONE>>

- **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Schedule No. <<Sched.#>>** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing his opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Information** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance policy if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your state of Sales/Use tax Exemption Certificate.
- **Form 8038-G or G-1** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- **Notice and Acknowledgment of Assignment**
- **Vehicle Titling Memo**
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
  - **Escrow Disbursement Instruction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - **Schedule of Payers – Exhibit 2.**
  - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursement from the escrow account. Please make copies and fill out as many as are needed.
  - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once the proceeds have been disbursed from the escrow account.
  - **Class Action Negative Consent Letter – Exhibit 6.**
  - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.