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**LOVES PARK CITY COUNCIL AGENDA–AUGUST 5, 2019- 6 P.M.**  
**AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,**  
**LOVES PARK, 61111**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman Nancy Warden, followed by the Pledge of Allegiance.**
  
- III. ROLL CALL**
  
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
  
- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**
  
- VI. APPROVE PAYMENT OF BILLS**
  
- VII. OFFICER’S REPORTS**
  - 1. Public Safety**
  - 2. Public Works**
  
- VIII. COMMITTEE REPORTS**
  - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
  - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
  - 3. Public Works/Schlensker (Street, Water & Utilities)**
  - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
  - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**
  
- IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. RESOLUTIONS & MOTIONS**

- 1. Motion to approve the reappointment of Alise Howlett to the Zoning Board of Appeals with a term to expire June 30, 2024 and the reappointment of Conrad Lantz to the Police Pension Board with a term to expire June 30, 2021.**
- 2. Resolution authorizing a contract to be awarded to Rock Road Companies for the 2019 Road Maintenance Program.**
- 3. Resolution authorizing the Street Department Manager to purchase 76 replacement street light luminaries for Alpine Windsor, and Forest Hills Roads, from Steiner Electric, for \$37,896.76 of which \$16,590.00 will be reimbursed by the ComEd Energy Efficiency Program.**
- 4. Resolution authorizing the Facilities Manager to hire Rockford Auto Glass to install replacement windows in the GPAC Senior Center for \$22,101.00.**
- 5. Resolution authorizing the Mayor to enter into a contract for Human Resources Services with HR2U, Inc.**
- 6. Resolution authorizing the Fire Chief to purchase a pumper truck from Pierce/Global Emergency Products, for \$609,227.00.**

**XII. ORDINANCES 2<sup>ND</sup> READING**

- 1. Ordinance regulating parking along public roadways near Rivets Stadium for special events.**

**XIII. ORDINANCES 1<sup>ST</sup> READING**

- 1. Ordinance approving the purchase of real estate at 930 Windsor Road for a municipal well site.**
- 2. Ordinance providing for a Special Use Permit for a fitness establishment for 5373 and 5375 Pebble Creek Trail.**

**3. Ordinance providing for a Special Use Permit for an automobile sales lot for 5425 N. Second Street.**

**XIV. PUBLIC COMMENT**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**



## CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, July 29, 2019

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

City Clerk Bob Burden opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Clint Little, John Pruitt, Charles Frykman, Mark Peterson

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 07/22/19 The Journal of Proceedings for the regular meeting of July 22, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Allton. Motion carried. 9 Ayes (Aldermen Holmes, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson) 1 Present (Alderman Schlensker)
2. IDOT/MFT June 2019 Received a notice from the Illinois Department of Transportation of Motor Fuel Tax distributed to the City of Loves Park for the month of June 2019 in the amount of \$44,374.33. Placed on file.
3. Reappointments Mayor Jury presented the names of Conrad Lantz for reappointment to the Police Pension Board and Alise Howlett for reappointment to the Zoning Board of Appeals.
4. Water Department Bills Alderman Jacobson presented the Water Department bills dated July 22, 2019 in the amount of \$15,178.21, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
5. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated July 22, 2019 in the amount of \$309,376.78, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
6. Public Safety Report Alderman Allton presented the Police Department Report dated July 29, 2019; to be placed on file.
7. Public Works Report Alderman Schlensker presented the Water Department Report dated July 29, 2019; presented the Street Department Report dated July 29, 2019, to be placed on file.
8. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated July 29, 2019 in the amount of \$200,133.07; for consideration at next week's city council meeting; presented the Treasurer's Report for June 2019, with an ending balance of \$7,768,263.63; presented the minutes from the committee meeting held July 22, 2019, to be placed on file.

9. Public Works Committee Alderman Jacobson of the Public Works Committee presented the Water Department list of bills dated July 29, 2019 in the amount of \$45,623.81, for consideration at next week's city council meeting.
10. Public Safety Community Alderman Allton of the Public Safety Committee presented the minutes from the committee meeting held May 20, 2019, to be placed on file.
11. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meetings held June 3 and 17, 2019, to be placed on file.
12. Snoop Dogg Concert Alderman Peterson moved to approve a Special Event Permit application for a Snoop Dogg concert at Rivets Stadium on Thursday, August 15, 2019, 4:00 p.m. to 11:00 p.m., with the following conditions: 1. There shall be an opening in the left field fence for an exit; 2. No bags/purses/etc. shall be brought into the event; 3. All attendees shall be frisked and/or wanded; 4. The City of Loves Park Police Department and other police departments shall be reimbursed for their manpower utilized to help with the event; 5. There shall be clear parking signage to direct attendees; 6. The event shall be done by 11:00 p.m. 7. The event shall meet all requirements of the Public Works Director, and Police and Fire Chiefs. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
13. Police Department To Donate Bicycles Alderman Allton presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Chief of Police is authorized to donate approximately 10 bicycles transferred to the police department's possession since January 1, 2017, to the Rollin Strong Program of the United Way of Rock River Valley, a charitable organization currently registered in the State of Illinois, as required in 765 ILCS 1030 Law Enforcement Disposition of Property Act. Further, the bicycles which will have been in the possession of the police department for no less than six months at the time this Resolution is carried out, were transferred to the police department's possession under circumstances supporting a reasonable belief that such property was abandoned, lost, stolen or otherwise illegally possessed and have a value of less than the maximum value of \$100.00 each set by 765 ILCS 1030. Furthermore, after first making reasonable attempts to identify and return the bicycles to the rightful owners and after researching an auction process, the Chief of Police determined that the costs associated with an auction would likely outweigh the proceeds that could be raised by such an auction. The Chief of Police further determined that the donation of the bicycles would be in the public's interest, in that the United Way of the Rock River Valley and the Rockford Police Department through the Strong Neighborhoods and Rollin Strong Program provide the bicycles free of charge to disadvantaged members of the community. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)  
**RESOLUTION NO. 19-062**
14. ORD 4282-19 Purchase Flood Control Parcels Alderman Jacobson presented for second reading an ordinance approving the purchase of flood control project real estate parcels, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)  
**ORDINANCE NO. 4282-19**

15. 1<sup>st</sup> Reading  
Special Event  
Parking
- Alderman Allton presented for first reading an ordinance regulating parking along public roadways near Rivets Stadium for special events, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson) Laid over
16. Adjourn
- Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:10 p.m.

**APPROVED:**

---

**Robert J. Burden, City Clerk**

**STANDING COMMITTEE MEETINGS:**

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 <sup>rd</sup> Thursday of the Month 5:30 p.m.



# **LOVES PARK** **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 08/05/2019

Subject: Police Activity Report

Police activity report for the week of 07/21/2019 through 07/27/2019

Calls for Service 634

Total Number of Arrests 291

Accidents 13

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE



# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: **7/24/19-7/31/19**

Previous week's activity:

1. Routine work:
  - a. Install new meters
  - b. JULIE locates
  - c. Chemical tests
  - d. Back wash wells as needed
  - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Continued flushing zone 3 of the City
4. Did shut offs for nonpayment for Rock River Water Reclamation
5. Designed automated temp sensor to prevent freezing of pipes in filter plant #1
6. Met with engineer to make emergency repairs to filter plant #1

Work anticipated for this week:

7. Continue radio read meter installation
8. Continue flushing zone 3 of the City
9. Seek bids for emergency repairs at filter plant #1

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
AUGUST 5, 2019 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD JULY 29, 2019**
4. **ITEMS FOR CONSIDERATION**
  - a. Resolution authorizing the Facilities Manager to hire Rockford Auto Glass to install replacement windows in GPAC Senior Center for \$22,101.00.
  - b. Resolution authorizing the Mayor to enter into a contract for Human Resources Services with HR2U Inc.
  - c. Resolution authorizing the Fire Chief to purchase a pumper truck from Pierce/Global Emergency Products, for \$609,227.00.
  - d. Ordinance approving the purchase of real estate at 930 Windsor Road for a municipal well site.
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES

DATE OF MEETING: July 29, 2019

CALLED TO ORDER: 5:30 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson, Charles Frykman, John Pruitt

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Jury, Clerk Burden, Attorney Galluzzo, A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: July 22, 2019

Alderman Peterson moved to approve minutes. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Frykman.  
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:42 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
August 5, 2019  
5:15 P.M.  
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the July 22, 2019 meeting.

II. Resolutions & Ordinances

- A. Resolution authorizing a contract with Rock Road Construction for the 2019 Road Maintenance Program
- B. Resolution authorizing the purchase of Energy Efficient replacement street lights for Alpine Road, Windsor Road, and Forest Hills Road as part of ComEd Energy Efficiency Program.

III. Project Updates/Directors Report:

- A. None

IV. General Discussion/Public Comment

V. Adjourn

## Public Works Committee Meeting

Date of Meeting: July 22, 2019

Called to Order At: 5:15 P.M.

Members Present: Ald. Holmes, Ald. Pruitt, Ald. Jacobson

Members Absent: Ald. Schlensker

Others Present: Mayor Jury, Steve Thompson, Ald. Little, Ald. Frykman, Ald. Allton,  
Ald. Warden, Ald. Peterson

APPROVAL OF MINUTES: July 8, 2019

Ald. Holmes moved to approve said minutes. Ald. Pruitt seconded said motion  
Motion carried 3 ayes– 0 nays

### Matters Proposed, Discussed or Decided and Record of Votes Taken

1. A resolution was decided authorizing the Street Department Manager to hire ArcDesign Resources for professional civil engineering services for North Second Streetscape Improvement project.

Ald. Holmes moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 3 ayes – 0 nays

There was general discussion regarding

1. Status of Citywide drainage projects
2. Status of John Street storm sewer evaluation and repair
3. Concern regarding the Alpine Valley drywell system and plan to repair

Alderman Pruitt moves for adjournment at 5:17p.m. Seconded by Alderman Holmes  
The motion to adjourn was approved by a vote of 3 ayes – 0 nays

RESPECTFULLY SUBMITTED BY, ROBERT SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE



# CITY OF LOVES PARK

100 HEART BOULEVARD  
LOVES PARK, ILLINOIS 61111  
815-654-5030 • Fax: 815-633-2359

Gregory R. Jury, *Mayor* • Robert J. Burden, *City Clerk* • John C. Danielson, *City Treasurer*

## CIVIL SERVICE COMMISSION OF THE CITY OF LOVES PARK AGENDA

City Hall  
100 Heart Boulevard, Loves Park, IL 61111

Monday, August 5, 2019, at 6:15 p.m.

- I. Call to Order
- II. Public Comment
- III. Old Business
  - A. Public Works Department – Lead Person Positions & Process
- IV. New Business
  - A. Police Department – Approval of Sergeant Promotion
  - B. Police Department – Approval of Lateral Entry Hire
  - C. Police Department - Electronic Application Process
  - D. Commission - Officer Elections
  - E. Approval of Amended Minutes – May 21, 2019
  - F. Approval of Minutes – June 25, 2019 and July 8, 2019
- V. Adjournment

\* Items indicated as “closed session” may be conducted in closed session pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1) or other applicable provisions of the Act.

*“The City with a Heart”*

**City of Loves Park**  
**Department of Public Works**

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

**Date: August 5, 2019**

**Resolved by the adoption of this Resolution,** upon satisfactory completion of the required bidding process and as recommended by the Winnebago County Highway engineering Department, a contract is hereby awarded to Rock Road Companies, PO Box 1818, Janesville, WI 53547, lowest responsible bidder, for the 2019 Road Maintenance Program. Total cost of the contract, including all alternate bid items, shall be nine hundred ninety one thousand, six hundred and seven dollars and ninety cents (\$991,607.90).

Funds shall be drawn from Account No. 01-11-8035 (Referendum Road Repairs) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson - Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: August 5, 2019

**Resolved by the adoption of this Resolution,** the Street Department Manager is authorized to purchase 76 replacement street light luminaries for Alpine Road, Windsor Road and Forest Hills Road, from Steiner Electric, 6900 Rock Valley Parkway, Loves Park, IL 61111, Total cost of the lights shall not exceed Thirty Seven Thousand Eight Hundred and Ninety Six Dollars and Seventy Six Cents (\$37,896.76). Of this total cost, Sixteen Thousand Five Hundred Ninety Dollars (16,590.00) will be reimbursed to the City through the ComEd Energy Efficiency Program.

Funds shall be taken from Account No. 01-11-8103 Street Lights.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:



**CITY OF LOVES PARK**

**ALDERMAN: John Jacobson**

**RESOLUTION NO.:**

**DATE: August 5, 2019**

**DEPARTMENT: Finance and Administration  
Committee**

***Resolved, by the adoption of this resolution,*** the Facilities Manager is hereby authorized to hire Rockford Auto Glass, 5401 East State Street, Rockford, IL 61108, to install replacement windows in GPAC Senior Center at a cost of twenty-two thousand one hundred one dollars (\$22,101.00).

Funds shall be taken from Account Number 01-07-6530 (Building Improvements).

\_\_\_\_\_  
**Ald. John Jacobson, Chairman**

\_\_\_\_\_  
**Ald. Mark Peterson, Vice Chairman**

\_\_\_\_\_  
**Ald. John Pruitt**

\_\_\_\_\_  
**Ald. Chuck Frykman**

\_\_\_\_\_  
**Mayor Gregory R. Jury**

\_\_\_\_\_  
**Attest: City Clerk Robert J. Burden**

**MOTION:**

**SECOND:**

**VOTING:**

**ROCKFORD AUTO GLASS**  
5401 EAST STATE ST.  
ROCKFORD, IL 61108

Office Copy

PH:(815) 226-0560 FAX:(815) 226-0562

Federal Tax ID: 36-2704449

P/O#:  
Taken By: Chris.  
Installer:

Cust State Tax ID:  
Cust Fed Tax ID:  
Ship Via:

**Quote: Q01014221**

**Date: 7/16/2019**  
**Time: 10:06 AM**

SalesRep: 0

Adv. Code:

**Bill To: CITY OF LOVES PAR**

**Sold To: CITY OF LOVES PAR**

CITY OF LOVES PARK  
ATTN: SHEILA MILLS  
100 HEART BLVD  
LOVES PARK, IL 61111

ATT: JERRY SOWER  
NORTH EAST SIDE

(815) 654-5034

Qty	Part Number	Description	List	Disc%	Sell	Total
1	MISC ARCH STORE	14- 58 1/2" X 74 1/2" DARK BRONZE, TUBELITE FRAMING, GLAZE GAURD PANELS, BRONZE INSULATED GLASS,	\$15,381.00	0	\$15,381.00	\$15,381.00
1	ONSITELAB	REMOVE EXISTING FRAMES AND INSTALL NEW	\$6,720.00	0	\$6,720.00	\$6,720.00

Thank You for your patronage

*Low Bid*

NET 30

Total:

Sub Total: \$22,101.00

Tax: ~~\$911.67~~

Total: ~~\$23,012.67~~

# Cardinal Glass Company



PLATE GLASS – INSULATED GLASS - WINDOW GLASS – GLASS BLOCK – ACRYLICS  
ALUMINUM ENTRANCES – STOREFRONTS – CURTAIN WALLS

## PROPOSAL

JULY 24, 2019

RE: LOVES PARK CITY HALL  
100 HEART BLVD.  
LOVES PARK, IL. 61111

C/O: JERRY  
815-222-3476  
[jerrysowers@loves-park.il.us](mailto:jerrysowers@loves-park.il.us)

### SCOPE:

SUPPLY AND INSTALL THE FOLLOWING MATERIAL AS PER MEETING WITH DALE.

### GPAC QUOTE:

\$33,885.00

- DEMO EXISTING STEEL SASH WINDOWS AND REPLACE WITH STOREFRONT
- KAWNEER 451T THERMALLY BROKEN STOREFRONT
  - DARK BRONZE ANODIZED FINISH
  - 1" OA INSULATED CLEAR LOW 'E' ANNEALED GLAZING
  - 1" OA INSULATED TEXTURED BRONZE METAL PANEL
  - 14 OPENINGS                      58 X 75
- MISC:
  - BRAKE METAL
  - CAULK

### KITCHEN QUOTE:

~~\$3,905.00~~

- DEMO EXISTING STEEL SASH WINDOWS AND REPLACE WITH STOREFRONT
- KAWNEER 451T THERMALLY BROKEN STOREFRONT
  - DARK BRONZE ANODIZED FINISH
  - 1" OA INSULATED CLEAR LOW 'E' ANNEALED GLAZING
  - 3 OPENINGS                      49 X 19
- MISC:
  - HEAD CHANNEL
  - CAULK

### PANELS QUOTE:

~~\$2,525.00~~

- CAULK METAL PANELS OVER EXISTIN STEEL SASH WINDOWS
- 1" OA INSULATED TEXTURED BRONZE PANEL
- MISC:
  - CAULK

### EXCLUSIONS:

- CLEANING OF GLASS AND FRAMES
- TAX

PLEASE FEEL FREE TO CONTACT ME SHOULD YOU HAVE ANY QUESTIONS.

SINCERELY,  
CHANDLER GROTH

CARDINAL GLASS COMPANY  
1087 RESEARCH PARKWAY – ROCKFORD, IL 61109 - PO BOX 707 61105-0707  
T (800) 728-3468 - F (815) 394-1400 – F (815) 397-1750

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
FOR HUMAN RESOURCES SERVICES WITH HR2U, INC.**

**WHEREAS**, the City has determined that it wishes to engage a consultant to provide human resource services to the City; and

**WHEREAS**, the City has assessed that an external consultant, working with and through the City Attorney could provide the necessary services; and

**WHEREAS**, the City believes that this is a cost-effective method to obtain a needed resource for the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign a contract with HR2U, Inc. for the provision of human resources services to the City, in a form substantially similar to that attached hereto.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

---

Mayor Gregory Jury

ATTEST:

---

City Clerk Robert Burden

PUBLISHED:

## **AGREEMENT**

THIS AGREEMENT is made and entered into effective August 5, 2019 by and between the CITY OF LOVES PARK, an Illinois municipal corporation (hereinafter referred to as "CITY") and HR2U, Inc. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to furnish certain professional services in connection with Human Resources Services (hereinafter referred to as "HR SERVICES"); and

WHEREAS, the CONSULTANT represents that it is in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the CITY and the CONSULTANT that the CITY does hereby retain the CONSULTANT for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to HR SERVICES as described in Attachment A, subject to the following terms and conditions and stipulations, to-wit:

1. **SCOPE OF SERVICES**

- A. All work hereunder shall be performed under the direction of the Mayor of the CITY, herein after referred to as the "MAYOR".
- B. CONSULTANT shall provide all written documentation prepared for the CITY to the City Attorney for review prior to submitting the same to the CITY and shall keep the City Attorney apprised and work in conjunction with the City Attorney on all employee HR issues.
- C. Consultant shall provide human resource services to the CITY.
- D. A Scope of Services is attached hereto as Attachment A.

2. **WORK PRODUCT**

All work product prepared by the CONSULTANT pursuant hereto including, but not limited to, reports, plans, designs, calculations, work drawings, studies, photographs, models and recommendations shall be the property of the CITY and shall be delivered to the CITY upon request of the MAYOR; provided, however, that the CONSULTANT may retain copies of such work product for its records. CONSULTANT's execution of this Agreement shall constitute CONSULTANT's conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the CONSULTANT to the CITY of all such work product prepared by the CONSULTANT pursuant to this Agreement. The CITY

shall have the right either on its own or through such other consultants as determined by the CITY to utilize and/or amend such work product. Any such amendment to such work product shall be at the sole risk of the CITY. Such work product is not intended or represented to be suitable for reuse by the CITY on any extension to the HR SERVICES or on any other project, and such reuse shall be at the sole risk of the CITY without liability or legal exposure to the CONSULTANT.

3. **PAYMENTS TO THE CONSULTANT** (Not to Exceed Method)

A. For services provided the CONSULTANT shall be paid at the rate of \$100.00 per hour for SERVICES.

B. The CONSULTANT shall submit invoices in a format approved by the CITY.

4. **TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice to the CONSULTANT. In the event that this Agreement is so terminated, the CONSULTANT shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination.

5. **TERM**

This Agreement shall become effective as of the date the CONSULTANT is given a notice to proceed and, unless terminated for cause or pursuant to Paragraph 6, shall be deemed concluded on the date the CITY determines that all of the CONSULTANT's work under this Agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the CITY may have or thereafter acquire with respect to any term or provision of this Agreement.

6. **NOTICE OF CLAIM**

If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the CITY, the CONSULTANT shall give written notice of his claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the CONSULTANT's fee shall be valid only to the extent that such changes are included in writing signed by the CITY and the CONSULTANT. Regardless of the decision of the MAYOR relative to a claim submitted by the CONSULTANT, all work required under this Agreement as determined by the MAYOR shall proceed without interruption.

7. **BREACH OF CONTRACT**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the CITY has agreed to pay to the CONSULTANT pursuant to Paragraph 4 hereof, no action shall be commenced by the CONSULTANT against the CITY for monetary damages. CONSULTANT hereby further waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the CONSULTANT arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

8. **INDEMNIFICATION OF THE CITY**

To the fullest extent permitted by law, CONSULTANT agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, workers' compensation claims, in any way resulting from or arising out of negligent actions or omissions of the CONSULTANT in connection herewith, including negligence or omissions of employees or agents of the CONSULTANT arising out of the performance of this Agreement. In the event of any action against the CITY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the CITY's choosing. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

9. **NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

10. **IDEMNIFICATION – SERVICES OF CONSULTANT**

In consideration of the CITY permitting CONSULTANT to conduct Professional Services, the CONSULTANT recognizes, acknowledges and assumes any and all risks arising from or in any way related to the Professional Services.



To the fullest extent permitted by law, the CONSULTANT hereby agrees to defend, indemnify and hold harmless the CITY, its officers, officials, employees and agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost, and expenses (including all attorney's fees and costs), arising from, or resulting from or in any way related, directly and/or indirectly to the Professional Services, except that arising out of the sole legal cause of the CITY, its officers, officials, employees and agents.

The CONSULTANT shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the CITY, its officers, officials, employees and/or agents, in any such action, the CONSULTANT at its own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD HARMLESS or unenforceability of any of its provisions shall not affect the validity or enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The CONSULTANT and the authorized signatory below warrant and represent that the authorized signatory below has full authority to execute and submit this application, including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS provisions contained herein.

11. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the CITY.

12. **ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the CITY.

13. **DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the CONSULTANT shall remain liable to the CITY with respect to each and every item, condition and other provision hereof to the same extent that the CONSULTANT would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

14. **NO CO-PARTNERSHIP OR AGENCY**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

15. **SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

16. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

17. **MODIFICATION OR AMENDMENT**

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

18. **APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Winnebago County, Illinois.

19. **NEWS RELEASES**

The CONSULTANT may not issue any news releases without prior approval from the MAYOR, nor will the CONSULTANT make public proposals developed under this Agreement without prior written approval from the MAYOR prior to said documentation becoming matters of public record.

20. **COOPERATION WITH OTHER CONSULTANTS**

The CONSULTANT shall cooperate with any other consultants in the CITY's employ or any work associated with HR SERVICES.

21. **INTERFERENCE WITH PUBLIC CONTRACTING**

The CONSULTANT certifies hereby that it is not barred from bidding on this contract as a result of a violation of 720 ILCS 5/33E et seq. or any similar state or federal statute regarding bid rigging.

22. **SEXUAL HARASSMENT**

As a condition of this contract, the CONSULTANT shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by CONSULTANT to the Department of Human Rights upon request 775 ILCS 5/2-105.

23. **WRITTEN COMMUNICATIONS**

All recommendations and other communications by the CONSULTANT to the MAYOR and to other participants which may affect cost or time of completion shall be made or confirmed

in writing. The MAYOR may also require other recommendations and communications by the CONSULTANT be made or confirmed in writing.

24. **COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this AGREEMENT it is expressly agreed and understood that in connection with the performance of this AGREEMENT that the CONSULTANT shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONSULTANT hereby certifies, represents and warrants to the CITY that all CONSULTANT's employees and/or agents who will be providing products and/or services with respect to this AGREEMENT shall be legal residents of the United States. CONSULTANT shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this AGREEMENT. The CITY shall have the right to audit any records in the possession or control of the CONSULTANT to determine CONSULTANT's compliance with the provisions of this paragraph. In the event the CITY proceeds with such an audit the CONSULTANT shall make available to the CITY the CONSULTANT's relevant records at no cost to the CITY. CONSULTANT shall pay any and all costs associated with any such audit.

25. **EXECUTION**

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the date and year first written above.

CITY OF LOVES PARK:

By: \_\_\_\_\_  
Gregory Jury, Mayor

Attest:

\_\_\_\_\_  
City Clerk

CONSULTANT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name/Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

- Draft City-wide Employee Handbook
  - Review Loves Park Policies/Written Directives
  - Obtain Feedback from Department Heads
  - Ensure legal compliance
- Provide HR consulting with respect to employee matters
- Any additional projects assigned by the Mayor



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A PIERCE IMPEL PUC PUMPER FIRE TRUCK FOR THE LOVES PARK FIRE DEPARTMENT**

**WHEREAS**, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, in Winnebago County, Illinois; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76.1-1, the City is authorized to purchase items for public purposes; and

**WHEREAS**, the City has determined that the City of Loves Park Fire Department needs to replace its pumper truck and that such a purchase will provide benefit to the public, is in the best interests of the City and its citizens, and is necessary for the public health, safety and welfare; and

**WHEREAS**, the City desires to enter into a contract with Global Emergency Products for the purchase of this piece of fire apparatus having determined that it offers the best price for this unit.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

- 1) The above recitals are incorporated into this Resolution as though fully set forth herein.
- 2) The attached Contract for the purchase of a Pierce Impel PUC Pumper fire truck at a cost of Five Hundred Ninety-Four Thousand Six Hundred Sixty-Two Dollars (\$594,662.00) is hereby approved.
- 3) The funds for such purchase are to come from the fiscal year 2020 budget and are to be paid from account number 01-12-8550, New Equipment.
- 4) The Mayor is hereby authorized to sign the Contract with Global Emergency Products, a Division of Temco Machinery, Inc., in substantially similar form as attached hereto as Exhibit A, on behalf of the City
- 5) Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
- 6) This Resolution shall be in full force and effect from and after its passage and approval.



\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

\_\_\_\_\_  
Alderman John Jacobson

\_\_\_\_\_  
Alderman John Pruitt

\_\_\_\_\_  
Alderman Mark Peterson

\_\_\_\_\_  
Alderman Charles Frykman

MOTION:

SECOND:

VOTING:



## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein), made and entered into by and between Global Emergency Products, a division of Temco Machinery, Inc., ("Company"), and City of Loves Park Fire Department ("Customer") is effective as of the date specified in Section 3 hereof.

### 1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit "C" prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase and abide by the Payment Terms for the Product specified on Exhibit "A" for the total purchase price **\$609,227.00** ("Purchase Price"). Prices are in U.S. funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by the Customer before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 7-8 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing plant, Appleton, WI. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Global Emergency Products  
Fire Apparatus Sales Administrator  
1401 N. Farnsworth Ave.  
Aurora, IL 60505

Customer  
City of Loves Park Fire Department  
Fire Chief Jerry Wiltfang  
400 Grand Ave.  
Loves Park, IL 61111

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as **Exhibit "B"** and made a part of this agreement. Any additional warranties must be expressly approved in writing by Pierce Manufacturing. As the authorized Dealer for Pierce Manufacturing, Global Emergency Products, Sells, Services and Administers the Manufacturer's Warranty, for all Pierce Manufacturing Products.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Insurance. Customer must provide Company with "**Certificate of Insurance**" upon pick up of apparatus at Company facility.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product

covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Illinois.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

21. Additional Orders: Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

Accepted and agreed to:

**GLOBAL EMERGENCY PRODUCTS**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CITY OF LOVES PARK FIRE DEPARTMENT**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

EXHIBIT "A"

PURCHASE PAYMENT TERMS & CONDITIONS

Global Emergency Products
Fire Apparatus Sales Administrator
1401 N. Farnsworth Ave.
Aurora, IL 60505

Date: July 30, 2019

Customer Name: City of Loves Park Fire Department

Table with 4 columns: Quantity, Chassis Type, Body Type, Price per Unit. Row 1: 1, Pierce Impel, PUC Pumper, \$609,227.00\*

\*Includes Houston-Galveston Area Council (H-GAC) Consortium Discount

PERFORMANCE BOND OPTION:

If a Performance Bond is required add \$1,830.00 to the contract price.
Initial here to accept:

100% PREPAYMENT OPTION:

DUE AT CONTRACT EXECUTION TO BE APPLICABLE.
If 100% prepayment is made with contract, deduct \$16,395.00 from contract price.
Payment due with contract is \$592,832.00 OR \$594,662.00 with Performance Bond.
Initial here to accept:

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS"

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant, Appleton, WI.

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

Payment is due upon factory exit, after that interest will accrue at 1.5% over the current prime rate, as listed in the Wall Street Journal.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Illinois.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF July 30, 2019 BETWEEN GLOBAL EMERGENCY PRODUCTS AND City of Loves Park Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No
If not, please provide correct name and address to be listed on CO.

Is there a lienholder? Yes No
If yes, please provide lienholder information.

**EXHIBIT "B"**

**PIERCE WARRANTY**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 957 Dated 7/23/2019 FOR ALL APPLICABLE WARRANTIES.**

**NOTE: GLOBAL EMERGENCY PRODUCTS, ADMINISTER'S THE PIERCE WARRANTY.**

**EXHIBIT "C"**

**COMPANY PROPOSAL**

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 957 Dated 7/23/2019.



# Proposal Option List

7/23/2019

**Customer:** Loves Park Fire Department, City of  
**Representative:** Rudnicki, Dan  
**Organization:** Global Emergency Products Inc.  
**Requirements Manager:**  
**Description:** Loves Park Imp/189/puc/500gal  
**Body:** Pumper, PUC, Aluminum  
**Chassis:** Impel Chassis, PUC, 2010

**Bid Number:** 957  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 04/02/2019  
**Stock Number:**  
**Price Level:** 38 (Current: 38)

Line	Option	Type	Option Description	Qty
1	0766589		Boiler Plates, PUC Pumper Fire Department/Customer - Loves Park Operating/In conjunction W-Service Center - Operating Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Global Emergency Products Delivery - Delivery representative Dealership/Sales Organization, Service - Global Emergency Products	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0620362		Consortium, HGAC	1
11	0537375		Unit of Measure, US Gallons	1
12	0529326		Bid Bond, 10%, Pierce Built Chassis	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0597573		Impel Chassis, PUC, 2010	1
17	0000110		Wheelbase Wheelbase - 190.00	1
18	0000070		GVW Rating GVW rating - 46,500	1
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0020018		Frame Liner Not Req'd	1
21	0508848		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Imp/Vel	1
22	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
26	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
27	0530466		Axle, Rear, Meritor RS26-185, 27,000 lb, Imp/Vel/Dash CF	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0122075		Suspen, Rear, Standens, Spring, 27,000 lb, Imp/Vel/Dash CF	1
30	0000485		Oil Seals, Rear Axle	1
31	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
32	0019632		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
35	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
36	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
37	0057936		Covers, Lug Nut, Chrome	1
38	0002045		Mud Flaps, w/logo front & rear	1
39	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1



Line	Option	Type	Option Description	Qty
40	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
41	0010670		ABS Wabco Brake System, Single rear axle	1
42	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
44	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
45	0000785		Brake Reservoirs, Three	1
46	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
47	0000790		Brake Lines, Nylon	1
48	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
49	0795324		Engine, Cummins L9, 400 hp, 1250 lb-ft, W/OBD, EPA 2017, REPTO, Imp/Vel	1
50	0001244		High Idle w/Electronic Engine, Custom	1
51	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
52	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
53	0123135		Air Intake, w/Ember separator, Imp/Vel	1
54	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
55	0787999		Radiator, Impel/Velocity	1
56	0511425		Cooling Hoses, Rubber	1
57	0074074		Fuel Tank, 65 Gallon, Left Side Fill, Aluminum Finish - Painted, Chassis Frame Color	1
58	0001129		Lines, Fuel	1
59	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
60	0552793		Not Required, Fuel Priming Pump	1
61	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
62	0699437		Cooler, Chassis Fuel, Not Req'd.	1
63	0690880		No Selection Required From This Category	1
64	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0517604		Transmission Programming, Park to Neutral, PUC	1
67	0684459		Transmission Oil Cooler, Modine, External	1
68	0001370		Driveline, Spicer 1710	1
69	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
70	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
71	0509229		Steering Wheel, 2 Spoke	1
72	0690274		Logo/Emblem, on Dash Text, Row (1) One - LOVES PARK Text, Row (2) Two - FIRE Text, Row (3) Three - DEPARTMENT	1
73	0123625		Bumper, 19" Extended, Imp/Vel	1
74	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
75	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
76	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
77	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
78	0668316		Cab, Impel FR, 7010 Raised Roof, PUC	1
79	0668309		Engine Tunnel, ISL and DD13, Impel/Velocity FR	1
80	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
81	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
82	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
83	0527034		Trim, S/S Band, Across Cab Face, Rect Lights, Impel Material Trim/Scuffplate - c) S/S, Polished Turnsignal Covers - Polished S/S Covers	1
84	0087357		Molding, Chrome on Side of Cab	1
85	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1

Line	Option	Type	Option Description	Qty
86	0667942		Door, Half-Height, Impel FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
87	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
88	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
89	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
90	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
91	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
92	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
93	0002140		Fenders, S/S on Cab	1
94	0603144		Window, Side of C/C, Fixed, Impel	1
95	0552941		Not Required, Trim, Cab Side Windows, Impel	1
96	0012090		Not Required, Windows, Front/Side of raised roof	1
97	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
98	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
99	0622531		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Color, Vel/Imp	1
			Color, Cab Interior Paint - i) fire smoke gray	
			Mounting Provision Spacing - 1.00"	
100	0748680		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Cab Interior Rear Wall Material - Painted Aluminum	
101	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
102	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
103	0667936		Heater/defroster, Dual Zone Control, Impel/Velocity FR	1
104	0603347		Air Conditioning, Dual Zone Control, Impel/Velocity FR	1
			Paint Color, A/C Condenser - Painted by OEM	
105	0627910		Sun Visor, Vinyl/Fabric, Imp/Vel	1
			Sun Visor Retention - No Retention	
			Sun Visor, Vinyl/Fabric - Vinyl	
106	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
107	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
108	0122516		Fluid Check Access, Imp/Vel	1
109	0583039		Not Required, Side Roll and Frontal Impact Protection	1
110	0622617		Seating Capacity, 6 Seats	1
111	0697009		Seat, Driver, Pierce PS6, Base, Air Ride, High Back	1
112	0122118		Seat, Officer, Pierce PS6, Base, SCBA	1
113	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
114	0123152		Seat, Rear Facing C/C, DS Outboard, Pierce PS6, Premium, SCBA	1
115	0102783		Not Required, Seat, Rr Facing C/C, Center	1
116	0123155		Seat, Rear Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA	1
117	0782328		Cabinet, Forward Facing, LS, 21 W x 54 H x 14 D, Web, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Inboard	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip	
			Light, Tall Cabinet - Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
118	0123167		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA	1
119	0782142		Cabinet, Forward Facing, RS, 21 W x 54 H x 14 D, Web, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Inboard	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Light, Tall Cabinet - Pierce, Interior, Left Side	
			Louvers, Cabinet - 0-No Louvers	
120	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
121	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
122	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	

Line	Option	Type	Option Description	Qty
123	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
124	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
125	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
126	0631776		Not Required, Overhead Map Lights	1
127	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
128	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
129	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
130	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
131	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
132	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnl's - Driver's Side Overhead	
133	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
134	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - Mounted next to the duplex outlets at the top back wall of the officer side ems compartment	
135	0548007		Wiring, Spare, 15 A 12V DC 3rd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - in the headliner in the position for the radio head to be determined at pre construction	
136	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - Officer Dash	
137	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - one (1) in the top shelf of the officer side ems cabinet for a drug knox box	
138	0615214		Vehicle Information Center, LCD On Gauge Cluster w/7" Color Disp, Touchscreen, Imp	1
			Location, CZ Display - DS Instrument Panel, Impel Camera System	
			System Of Measurement - US Customary	
139	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
140	0601948		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, (O,2C,Wired)	1
			Location - *	
			Location, Intercom, C Cab -	
141	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make -	
			Radio, First, Two-Way Model -	
142	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	1
			Qty, - 01	
			Location, Headset - Driver Seat	
143	0681389		Headset, Firecom, UH-51 Under Helmet, Radio Transmit	1
			Qty, - 01	
			Location, Headset - Officer Seat	
144	0681384		Headset, Firecom, UH-52 Under Helmet, Intercom Only	2
			Qty, - 02	
			Location, Headset - DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
145	0681408		Hangers For Headsets, NFPA, Each	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	

Line	Option	Type	Option Description	Qty
146	0699100		Install Customer Provided Key Storage, Knox Box, in Cab Location - TBD at pre construction Qty, - 01	1
147	0562774		Install Customer Provided Thermal Camera(s), Charger Only Location - TBD at pre construction Qty, - 01	1
148	0559503		Install Customer Provided Portable Radio Charger(s) Location - TBD at pre construction Qty, - 01	1
149	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
150	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
151	0615106		Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi	1
152	0624255		Electrical System, Impel	1
153	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
154	0008621		Battery System, Single Start, All Custom Chassis	1
155	0123174		Battery Compartment, Imp/Vel	1
156	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
157	0012782		Location, Charger, Front Left Side Body Compartment Location, Battery Chrg/Cmpr - High On Left Wall	1
158	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
159	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
160	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
161	0647728		Alternator, 430 amp, Delco Remy 55SI	1
162	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
163	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
164	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
165	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
166	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
167	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
168	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
169	0085910		Lights, Backup Included in Signal Cluster	1
170	0664481		Bracket, License Plate & Light, P25 LED	1
171	0589905		Alarm, Back-up Warning, PRECO 1040	1
172	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr Z location -	1
173	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
174	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
175	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
176	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
177	0775524		Lights, Wln, P*H1* Pioneer, 12 VDC, 1st Location - centered above front tire, both sides as high as can be mounted Qty, - 02 Color, Wln Lt Housing - White Paint Control, Scene Lts - DS Scene Lts and PS Scene Lts Scene Light Optics - flood	2

Line	Option	Type	Option Description	Qty
177			Mount, WIn II - Semi-recessed 15 deg P**1	
178	0774579		Lights, WIn, P*H2* Pioneer, 12 VDC, 1st	2
			Location - mounted on side of the body as far forward as possible but centered height wise between the top of the roll up doors and the roof line and even with the upper side zone emergency light at the back	
			Qty, - 02	
			Color, WIn Lt Housing - Red #106 Paint	
			Control, Scene Lts - DS Scene Lts and PS Scene Lts	
			Scene Light Optics - Flood	
			Mount, WIn II - Semi-recessed 0 deg P**2	
179	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
180	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
181	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
182	0645683		Lights, Rear Scene, WIn, M9LZC LED	2
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch At Rear	
			SS	
			Location, Scene Lights - Each Side Rear Body, High, 2lts	
183	0709438		Light, Walking Surf, FRP Flood, LED	1
184	0518282		Pumper, PUC, Aluminum	1
185	0554271		Body Skirt Height, 20"	1
186	0519683		Tank, Water, 550 Gallon, Poly, L-Shaped, PUC	1
187	0003405		Overflow, 4.00" Water Tank, Poly	1
188	0028104		Foam Cell Required	1
189	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
190	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
191	0003429		Not Required, Direct Tank Fill	1
192	0003424		Not Required, Dump Valve	1
193	0048710		Not Required, Jet Assist	1
194	0030007		Not Required, Dump Valve Chute	1
195	0514778		Not Required, Switch, Tank Dump Master	1
196	0597043		Body Height, PUC	1
			Body Height - 92.00"	
197	0199241		Hose Bed, Aluminum, Pumper, PUC	1
198	0003482		Hose Bed Capacity, Additional	1
			Capacity, Hosebed - 500' of 2.5", 1000' of 5", 500' of 2.5"	
199	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
200	0658603		Hose Restraint, 2" Heavy Nylon Web, w/Buckles, Rear Only, Tether, w/Alum Hose Bed Cver	1
201	0063566		Cover, Hose Bed, Alum Treadplate, w/Positive Stay Arm, T-Bar	1
202	0611509		Running Boards, Flip Out, PUC	1
203	0676723		Tailboard, 16" Deep, Full Width, Angled Corners, PUC	1
204	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM	1
205	0003531		Tow Bar, Under Tailboard	1
206	0656764		Construction, Compt, Alum, Pumper, PUC	1
207	0510105		LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Standard Depth, PUC	1
208	0510106		RS 189" Rollup, (1) 62" Fwd Full Height & Depth, (1) 52" Rr Std Depth, PUC	1
209	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
210	0599445		Compt, Rear, Rollup, 33.50" FF, w/Tailboard, PUC	1
211	0692743		Door, Gortite, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
212	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	

Line	Option	Type	Option Description	Qty
213	0515675		189" Hatch, (2) Lift-up, 14" Wide, Both Sides, PUC Size, Hatch Compt, Height - 22.00"	1
214	0688124		Lights, Hatch Compt, LED Strip Light, 189", Both Sides	1
215	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
216	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 04 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - .Location To Be Determined	4
217	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 03 Location, Tray Slide-Out, Floor Mounted - RS1, RS3 and LS1 Material Finish, Tray - Painted - Spatter Gray	3
218	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G Qty - 1 Location, Pivot - Front Mounting, Toolboard - Stationary Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - LS2	1
219	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
220	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen Material Finish, Fender Liner - Brushed Stainless	1
221	0519849		Not Required, Hose, Hard Suction	1
222	0527021		Handrails Located @ Front Body	1
223	0664688		Handrails, Rear, PUC	1
224	0000941		No Rear Hose Bed Handrail Required	1
225	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	4
226	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
227	0004230		Ladder, 14' Duo-Safety 775A Roof	1
228	0637942		Ladders Btwn Tank & S.Sht, LS, Built Into Body, Pumper Style, PUC Door, Material & Finish, Ladder Storage - a) aluminum treadplate Latch, Door Ladder Storage - D-Handle latch	1
229	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - Ladder Compartment	1
230	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 10' Pike Pole	1
231	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 6' Pike Pole	1
232	0521734		No Steps Required, Front Of Body, PUC	1
233	0586586		Steps, Folding, Rear of Body, w/LED, Trident, PUC Coating, Step - black	1
234	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
235	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
236	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
237	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
238	0515829		Pump Shift, Sure-Shift	1
239	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
240	0515835		Auxiliary Cooling System, PUC	1
241	0014486		Not Required, Transfer Valve, Stage Pump	1
242	0777650		Valve, Relief Intake, Akron, w/Pressure Features Pressure Setting - 125 psig	1
243	0515838		Controller, Pressure, Pierce, PUC	1
244	0072153		Primer, Trident, Air Prime, Air Operated	1
245	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
246	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
247	0795135		Plumbing, Stainless Steel, w/Foam System	1
248	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1

Line	Option	Type	Option Description	Qty
249	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
250	0084610		Valves, Akron 8000 series- All	1
251	0004660		Inlet, Left Side, 2.50"	1
252	0004680		Inlet, Right Side, 2.50"	1
253	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
254	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
255	0004700		Control, Inlet, at Valve	1
256	0092569		No Rear Inlet (Large Dia) Requested	1
257	0092696		Not Required, Cap, Rear Inlet	1
258	0064116		No Rear Inlet Actuation Required	1
259	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
260	0092568		No Rear Auxiliary Inlet Requested	1
261	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
262	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
263	0595508		Outlet, Tank Fill, 1.50", PUC	1
264	0516755		Outlet, Left Side, 2.50" (2), PUC	1
265	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
266	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
267	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
268	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - a) right side	
269	0537394		Not Required, Outlet, Rear, Additional, PUC	1
270	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
271	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
272	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
273	0021134		Not Required, Elbow, Right Side Outlets	1
274	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
275	0537395		Not Required, Elbow, Rear Outlets, Additional	1
276	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
277	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
278	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
279	0543541		Monitor, Akron 3423, With (2) 2.5" Inlet Ground Base	1
			Monitor Finish - Painted by OEM	
280	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
281	0005070		Deluge Mount, NPT	1
282	0587982		Crosslays, Low Mount, (2) 1.50", Full Width, 200', W/Poly Trays, PUC	1
283	0780116		Crosslay, (1) 2.50" Std Cap, W/ Full Width Poly Tray, PUC	1
284	0798620		Not Required, Hose Restraint, w/Door Over Crosslay, PUC	1
285	0692794		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, Full Width, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Door Guard - Drip Pan Required	
286	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front and Front Bumper Center	
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front and Front Bumper Center	
287	0012126		Not Required, CAF Compressor	1
288	0592527		Refill, Foam Tank, Integral, Husky 3	1
289	0031896		Demonstration, Foam System, Dealer Provided	1
290	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
291	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
292	0091079		Not Required, Foam Tank #2	1
293	0091112		Not Required, Foam Tank #2 Drain	1

Line	Option	Type	Option Description	Qty
294	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
295	0032479		Pump Panel Configuration, Control Zone	1
296	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
297	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
298	0520016		Not Required, Pumphouse Structure, PUC	1
299	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
300	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
301	0005601		Throttle Included w/ Pressure Controller	1
302	0549333		Indicators, Engine, Included with Pressure Controller	1
303	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
304	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
305	0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
			Activation, Water Level G - b) battery switched	
306	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - b) battery switched	
			Location, Water Level Gauge - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
307	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
308	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
309	0606697		Air Horns, (2) Grover, In Bumper	1
310	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
311	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
312	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
313	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel Center	
314	0076156		Control, Elec Siren, Head Only	1
315	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
316	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
317	0016080		Siren, Federal Q2B	1
318	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
319	0026163		Control, Mech Siren, DS & PS Foot Sw	1
320	0750013	SP	Lightbar, WIn, Freedom IV-Q, 72", BBBB_BBBB_Opt_RRRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, WIn Freedom Ltbrs - No Filters	
321	0540460		Light, Front Zone, WIn M6*C LED, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Blue	
			Color, Lt DS Frnt Inside - r) DS Front Inside Red	
			Color, Lt PS Frnt Inside - b) PS Front Inside Blue	
322	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
323	0793476		Lights, Side Zone Lower, WIn M6** LED, PUC, 2pr	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Blue	
			Location, Lights Rear Side - Over Rear Wheels	
324	0540783		Lights, Rear Zone Lower, WIn M6*C LED, Clear Lens	1
			Color, Lt DS Rear - b) DS Rear Lt Blue	
			Color, Lt PS Rear - r) PS Rear Lt Red	
325	0541152		Lights, Rear/Side Up Zone, WIn M6*C LED, Clear Lens 4lts	1
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	



Line	Option	Type	Option Description	Qty
325			Color, Lt, Rear Upper PS - b) PS Upper Rear Blue	
326	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
327	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
328	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Not Connected	
329	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
330	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
331	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - side by side in the top inner corner the officer side forward facing ems cabinet	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
332	0781507		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Cab	1
			Qty, - 01	
			Location 1 - rear of engine tunnel, to be determined at pre construction	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
333	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	6
			Qty, - 06	
			Location 1 - Top rearward corner of L1, L2, L3, R1, R2, and R3 compartments	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior, Flip Up Duplex Cover(s)	
334	0519934		Not Required, Brand, Hydraulic Tool System	1
335	0649753		Not Required, PTO Driven Hydraulic Tool System	1
336	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
337	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
338	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
339	0027023		No Strainer Required	1
340	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
341	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
342	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
343	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
344	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - #90 Red	
			Paint Color, Upper Area, Predefined - #10 White	
345	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
346	0693797		No Paint Required, Aluminum Front Wheels	1
347	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
348	0007230		Compartment, Painted, Spatter Gray	1
349	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
350	0510041		Reflective across Cab Face, Imp/Vel	1
351	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
352	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
353	0027286		Not Required, Lettering Specs	1
354	0007472		[Lettering not Requested]	1
355	0686033		Lettering, Reflective, 4.00", Each	14
			Qty, Lettering - 14	
			Outline, Lettering - Outline and Shade	
356	0686282		Lettering, Gold Leaf, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	

Line	Option	Type	Option Description	Qty
357	0686007		Lettering, Reflective, 7.00", Each Qty, Lettering - 04	4
358	0686229		Outline, Lettering - Outline and Shade Lettering, Gold Leaf, 6.00", Each Qty, Lettering - 08	8
359	0684144		Outline, Lettering - Outline and Shade Emblem, Monogram w/Scrolling, Gold Leaf, 12"-14", Pair Qty, - 01	1
360	0599008		Location, Emblem - same as #30626 Rust Proof/Undercoat, Custom Chassis	1
361	0772003		Color, Undercoating - Black Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
362	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
363	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
364	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
365	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
366	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
367	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
368	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
369	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
370	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
371	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
372	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
373	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
374	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
375	0695416		Warranty, Pierce Camera System, WA0188	1
376	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
377	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
378	0685945		Warranty, Transmission Cooler, WA0216	1
379	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
380	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
381	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
382	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
383	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
384	0657990		Warranty, Foam System, Husky 3, WA0231	1
385	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
386	0593921		Not Required, Warranty, No Lettering	1
387	0683627		Certification, Vehicle Stability, CD0156	1
388	0608290		Certification, Engine Installation, Imp/Vel, Cummins L9, 2017, CD0152/CD0159	1
389	0686786		Certification, Power Steering, CD0098	1
390	0667418		Certification, Cab Integrity, Impel FR, CD0009	1
391	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
392	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
393	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
394	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
395	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
396	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
397	0545073		Amp Draw Report, NFPA Current Edition	1
398	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
399	0799248		Appleton/Florida BTO	1
400	0000048		PUMPER/TANKER, 3rd Gen	1
401	0000012		PIERCE CHASSIS	1
402	0004713		ENGINE, OTHER	1
403	0046395		EVS 3000 Series TRANSMISSION	1
404	0520324		PIERCE PUMP, PUC	1
405	0020009		POLY TANK	1
406	0028048		FOAM SYSTEM	1
407	0020006		SIDE CONTROL	1
408	0020007		AKRON VALVES	1

Line	Option	Type	Option Description	Qty
409	0020015		ABS SYSTEM	1
410	0658751		PUMPER BASE	1

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

**AN ORDINANCE REGULATING PARKING ALONG PUBLIC ROADWAYS NEAR RIVETS STADIUM FOR SPECIAL EVENTS**

**WHEREAS**, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, in Winnebago County, Illinois; and

**WHEREAS**, pursuant to 625 ILCS 5/11-208(a), the City is authorized to use its police powers to reasonably regulate the standing and parking of vehicles on its streets; and

**WHEREAS**, a baseball stadium exists at 4503 Interstate Boulevard in the City of Loves Park Illinois (hereinafter “Rivets Stadium”) which is a public venue capable of special events identified from time to time in Article IX of Chapter 54 of the Loves Park City Code of Ordinances (“Special Events”); and

**WHEREAS**, the City recognizes that concerts at Rivets Stadium require a Special Event permit;

**WHEREAS**, the City recognizes that certain Special Events attract more vehicles to Rivets Stadium than the parking lot at Rivets Stadium can accommodate; and

**WHEREAS**, the City deems it in the best interest of the public health, welfare and safety to prohibit parking along certain public streets near Rivets Stadium during Special Events; and

**WHEREAS**, the City recognizes that not all of the Special Events will attract more vehicles to Rivets Stadium than the parking lot at Rivets Stadium can accommodate;

**WHEREAS**, the City authorizes the City Chief of Police to determine, in his/her sole discretion, whether more vehicles may be attracted to a Special Event than the Rivets Stadium parking lot may accommodate, thereby requiring the posting and enforcement of this prohibition against parking.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY AND BOONE COUNTY, ILLINOIS AS FOLLOWS:**

- 1) The above recitals are incorporated into this Ordinance as though fully set forth herein.
- 2) Parking is prohibited on those streets and public rights-of-way identified in the attached “Exhibit A” on dates which Special Events at Rivets Stadium are anticipated to attract a greater number of vehicles than the Rivets Stadium Parking lot can accommodate.
- 3) The City Chief of Police is authorized to determine when a greater number of vehicles may be attracted to Rivets Stadium than their parking lot can accommodate
- 4) The City’s street department shall place signs, no less than 24 hours prior to the start of the no parking zone enforcement, in visible locations at the beginning of each such no parking zone

and at various intervals along the way such that motorists will have sufficient notice that the aforementioned street locations are no parking zones.

- 5) The signs posted by the street department shall also include the phrase, or such similar phrase as "Tow Zone" on the signs to give motorists notice that improperly parked vehicles in the posted no parking zones may be towed.
- 6) The City authorizes the police department to facilitate vehicle removal from the no parking zone, including by towing if necessary.
- 7) If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
- 8) All other provisions of the City' Municipal Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
- 9) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by The City Council of Loves Park this \_\_\_\_\_ day of August 2019

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Mayor Gregory Jury

\_\_\_\_\_  
City Clerk Robert Burden

## **Exhibit A**

- **Interstate Boulevard** between East Riverside Boulevard to Orth Road
- **Stadium Drive** between East Riverside Boulevard to Interstate Boulevard
- **All of Commerce Drive**
- **All of Starwood Drive**
- **All of Sun Singer Way**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE AT 930 WINDSOR ROAD, LOVES PARK, ILLINOIS, FOR A MUNICIPAL WELL SITE**

**WHEREAS**, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, in Winnebago County, Illinois; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76.1-1, the City is authorized to purchase real property for public purposes; and

**WHEREAS**, the City has determined that the property located at 930 Windsor Road, Loves Park, Winnebago County, Illinois having PIN Numbers 08-31-383-016, 08-31-383-017, 08-383-018, 08-31-383-019, and 08-31-383-020 (“Real Estate”) should be acquired by the City for a new municipal well site; and

**WHEREAS**, the City has determined that such purchase will provide benefit to the public, is in the best interests of the City and its citizens and is necessary for the public health, safety and welfare.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY AND BOONE COUNTY, ILLINOIS AS FOLLOWS:**

- 1) The above recitals are incorporated into this Ordinance as though fully set forth herein.
- 2) The Mayor is hereby authorized to sign the Contract attached hereto as Exhibit “A” to purchase the Real Estate and to sign all ordinary and customary documents and take other related action to consummate the sale contemplated therein.
- 3) If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
- 4) All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
- 5) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by The City Council of Loves Park this \_\_\_\_\_ day of August, 2019

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

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Mayor Gregory R. Jury

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City Clerk Robert Burden



**Exhibit A**  
**Real Estate Contract for Purchase and Sale**

## REAL ESTATE CONTRACT FOR PURCHASE AND SALE

**THIS REAL ESTATE CONTRACT FOR PURCHASE AND SALE** (“Contract”) is made and entered this \_\_\_\_\_ day of July 2019 (the “Contract Date”), by and between City of Loves Park, an Illinois municipal corporation (“City”) and Marilyn Collins (“Seller”).

**WHEREAS**, Seller is the owner of certain real estate located at 930 Windsor Road, Loves Park in Winnebago County, Illinois having PIN Numbers 08-31-383-016, 08-31-383-017, 08-383-018, 08-31-383-019, and 08-31-383-020 which Real Estate is legally described in the attached Exhibit “A” (“Property”); and

**WHEREAS**, City’s water department desires to acquire the Property to construct a new well for the benefit of the City, thereby improving the public health, safety and general welfare.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Recitals.** The above recitals are incorporated by reference herein and made a part hereof.
2. **Sale and Purchase of Property.** City agrees to purchase from Seller, and Seller agrees to sell to City on terms herein set forth, the Property.
3. **Purchase Price.** Subject to prorations and adjustments pursuant to this Contract, the consideration provided for the Property by the City to Seller shall be payment in the form of good funds in the sum of Eighty-Nine Thousand Nine Hundred dollars (\$89,900.00) (“Purchase Consideration”), which shall be paid by City as follows:
  - A. Within one (1) business days of the Contract Date, City shall deposit with Lakeshore Title Agency in Loves Park, Illinois, as Escrowee, the sum of Five Thousand Dollars (\$5,000) to be held by Escrowee as earnest money; \$500 to be released to Seller at the signing of this Contract and the remaining \$4,500 to be released to Seller at Closing; and
  - B. At Closing, City shall deliver to Seller the sum of Eighty-Four Thousand Nine Hundred dollars (\$84,900.00), plus or minus pro-rations as hereinafter set forth.
4. **Title.** Seller agrees to order and furnish to City, within 20 days after this Contract Date a preliminary report on title as of the date hereof or later, which shall include a commitment for commercial title insurance with coverage in the amount of the purchase price, showing good and merchantable title to the vested in Seller subject only to the following permitted exceptions (“Permitted Exceptions”):
  - A. Non-delinquent real estate taxes;
  - B. Easements for the use of public utilities within ten feet of the boundaries of the Property provided they do not prohibit access onto the Property as contemplated by City;

- C. Rights of the public in the State of Illinois in and to that portion of the Property taken, used or dedicated for public road purposes; and
- D. Zoning laws and ordinances, building and building line, use and occupancy restrictions and other conditions of record.

All customary title insurance and other charges imposed by Lakeshore Title Agency for commercial transactions, in addition to all other costs in connection with the closing shall be the responsibility of each party for their own respective costs and fees.

- 5. **Title Insurance.** Seller shall provide City, at Closing, an Owners Title Policy, with the cost of the Owners Title Policy and endorsements referenced in the prior section of this Contract allocated as provided therein.
- 6. **Representations and Warranties of Seller.** Seller represents and warrants to City to the best of Seller's knowledge, as of the date hereof and as of the date of Closing, as follows:
  - A. Other than as contemplated by this Contract, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof which extend beyond the Closing Date.
  - B. There are no actions, suits, mechanics' or materialmen's liens, legal proceedings, regulatory actions or any other proceedings to which Seller is a party, pending or threatening to the best knowledge of Seller, involving or affecting the Property or any portion thereof before any court or governmental agency.
  - C. No Contract for the furnishing of any labor or materials to the Property have been given that are not fully preformed and satisfied and there are no unrecorded Contracts to purchase the Property.
  - D. There are no maintenance, service or similar Contracts, whether written or oral, affecting the Property or any portion thereof which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the deed.
  - E. During their period of ownership and/or control of the Property, directly or indirectly, and for all prior periods, to the best of Seller's knowledge: (a) the Property was and is in material compliance with all applicable Environmental Laws; (b) no Hazardous Materials (as defined below) have been released into the environment, or discharged, placed or disposed of at, on or under the Property in violation of applicable Environmental Laws unless such materials may have migrated underground from City's property to the west of the Property; (c) no underground storage tanks are or have been located on the Property; (d) the Property has not been used for the treatment, collection, storage or disposal of Hazardous Materials so as to require a permit under applicable Environmental Laws; (e) except as depicted on the Seller's deliveries to City, the Property does not contain any wetlands, as that term is defined in 33 CFP §320, et seq.; (f) Seller has not received from the United States Environmental Protection Agency any request for information pursuant to the authority of Section 104(e) of CERCLA, as

amended by SARA, Pub. L. 99-499, and pursuant to Section 3007 of RCRA, for the Property; and (g) Seller has not directed nor knowingly allowed any third party to release any Hazardous Material from or onto the Property. For purposes of this section, the term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois or the United States Government, including, but not limited to, any material, or substances which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- F. There are no boundary disputes.
- G. There are no inactive wells on the Property which are required to be abandoned or which have not been abandoned in compliance with current state laws and regulations.
- H. There are no active wells or cisterns on the Property.
- I. There are no actions, proceedings or investigations pending involving Seller which question the validity of this Contract or of any action taken or to be taken by Seller pursuant hereto or which materially affect the ability of the Seller to perform its obligations hereunder.
- J. The execution, delivery and performance by Seller of this Contract will not violate or constitute a default under any provision of any Contract or other instruments to which Seller is a party or by which Seller or any of its property is bound.
- K. Seller has the authority to enter into this Contract and to consummate the transactions contemplated hereby.
- L. No representation, warranty or statement of Seller in this Contract or any document to be furnished to City by Seller, pursuant to the transactions contemplated hereby contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.
- M. Without independent investigation or inquiry for the purpose of this transaction, there has never been an accident or other incident on the Property that resulted in contamination of the Property from hazardous materials, as defined herein.

- N. Seller is not a “foreign person” within the meaning of Internal Revenue Code §1445.

**7. Due Diligence Period; Conditions Precedent.**

- A. For one hundred (100) days after the Contract Date (“Due Diligence Period”), City and its agents will have the right: (a) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Contract at any time and from time to time and (b) to make such tests, measurements and other inspections of the Property as City may deem desirable, including, without limitation: (i) drilling of a test well and perform other testing required for the City to determine suitability of the Property as a municipal well site (ii) any environmental assessment, evaluation or study (including, without limitation, floodplain and wetland assessments, "Phase I" and "Phase II" assessments (Phase II subject to Seller’s reasonable approval of scope of the same), including laboratory testing of soil, water, ground water and other substances), (iii) soil, boring, percolation and other similar tests, (iv) topographic, engineering, traffic, parking and other feasibility studies, (v) any test of the building systems, and (vi) any evaluation of the structural components of the building. City will not be obligated to make any particular test, measurement or other inspection. In addition to any and all other conditions and contingencies in this Contract, City’s obligations under this Contract will be and are hereby conditioned upon the following:
- (a) City determining, in City’s sole discretion, that: (i) the test well and other testing indicates the Property is suitable for the City’s new municipal well site (ii) the Property complies with all Environmental Laws; (iii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iv) there are no underground or aboveground storage tanks, associated pipes or equipment located on or at the Property; (v) there are no Hazardous Substances on, under, at, in or migrating to or from the Property; (vi) no portion of the Property has been filled; and (vii) no portion of the Property is located within a flood plain, wetland, shoreland, environmental corridor, conservancy district or similarly restricted or sensitive area under local, state or federal regulations which would limit, restrict or inhibit City’s intended use of the Property;
- (b) City determining, in City’s sole discretion, that all physical aspects and conditions of the Property, including without limitation, the improvements, soil conditions, groundwater conditions, building systems, structural components or conditions, and topography, are acceptable to City.
- B. None of the foregoing tests, inspections, studies, inquiries and investigations during the Due Diligence Period will constitute a waiver by City of its right to rely on any warranties or representations contained in this Contract.
- C. If during the Due Diligence Period the City determines the Property is not suitable as a site for the water department’s new municipal well for any reason, the City

may terminate this Contract and all obligations of the City herein shall be extinguished. Should such a termination occur, the remaining \$4,500 in earnest money will be released to the Seller and the City will return the Property in substantially the same condition as before the Due Diligence Period.

8. **Miscellaneous Performance.** City and Seller agree to the following:
  - A. During the pendency of this Contract, the City will mow the property as needed so the length of the lawn does not violate City ordinance.
  - B. Seller must tender possession to City at the time of Closing. City shall have the right to perform a walk-through on the business day prior to Closing. City acknowledges that Property will not be left in a broom clean condition and some items of personal property of the Seller may be left behind. Items remaining on the Property are deemed abandoned by Seller and may be discarded by City. Seller agrees that none of any personal property left behind will consist of materials requiring hazardous disposal, including but not limited to gasoline, motor oil, paint or paint thinners, petroleum products or petroleum distillates and any hazardous materials as defined in Section 6(E)(g) above. Should such left behind personal property contain materials as described in this subsection, City reserves the right to seek indemnification from Seller for any costs related to the removal thereof.
9. **Closing.** The date of Closing shall be thirty days (30) following the earlier of: (i) the end of the Due Diligence Period; or (ii) waiver of the Due Diligence Period by the City. If that date falls on a weekend or federally recognized holiday, then the Closing shall occur on the following business day. Closing shall take place at the office of Lakeshore Title Agency or as the parties may agree provided that title is shown to be good as provided for above and/or otherwise acceptable to City.
10. **Real Estate Tax Prorations.** Seller shall be responsible for any real estate taxes attributable to the period up through the date of Closing, with City being responsible for any real estate taxes attributable thereafter. At closing, City shall be provided with a closing credit equal to 105% of the most recent year's real estate tax bill, prorated through the date of Closing.
11. **Survival of Representations, Warranties and other Terms.** All Contracts, covenants, representation and warranties contained or referred to herein shall survive the execution and delivery of this Contract and Closing for 12 months. The liability of City or Seller, as the case may be, by reason of such Contracts, covenants, representations and warranties shall be unaffected by any investigation made by or on behalf of the other, except as otherwise provided herein. Any condition which would be a breach of Seller's covenants, representations and warranties, known to the City at or prior to the time of Closing, if Closing occurs, shall not be a basis for a claim of breach of Seller's covenants, representations and warranties.
12. **Remedies.** If Seller shall be in default in any one of the covenants, representations or warranties herein contained, then City may, at its option, (a) enforce this Contract by specific performance, or (b) have any and all other remedies available to it at law or in equity, including the return of all the earnest money provided to Seller. If City shall be in

default in any one of the covenants, representations or warranties herein contained, then Seller may, at its option, (c) enforce this Contract by specific performance, or (d) have any and all other remedies available to them at law or in equity. All such remedies shall be cumulative and the initial election of one remedy shall not preclude the subsequent election of any other remedy by the party entitled to that remedy. In the event of any litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

13. **Delivery of Documents and Other Items at Closing.** At the time of Closing, Seller shall deliver to City the following items and documents:

- A. Warranty Deed from Seller to City conveying the Property subject only to the Permitted Exceptions;
- B. Real Estate transfer declaration executed by Seller;
- C. ALTA Extended Coverage Statement and personal undertaking (GAP) in the forms used by the title insurance company; and
- D. Such documents as may be required by the title insurer for the issuance of title insurance in form and with endorsements as required by this Contract.

13. **Time is of the Essence.** All dates and time herein shall be deemed to be of the essence except that if the date of Closing shall be set prior to any times given to cure defects, and defects shall be reported, the time of Closing shall be deemed to have been extended to the date after the last date in which such defect may be cured.

14. **Notices.** All notices, requests, consents, directions, releases or other communications given hereunder shall be in writing, addressed to the party at the address below or at any other address

If to Seller  
Marilyn Collins  
1004 Old Ralston Rd.  
Machesney Park, IL 61115

With Seller's Copy to:  
James E. Meason Attorney  
113 W. Main Street  
Rockton, IL 61072

If to City:  
City of Loves Park  
Attn: Mayor Gregory R. Jury  
100 Heart Boulevard  
Loves Park, IL 61111

With City's copy to:  
Nicolosi Galluzzo, LLP  
Attn: Attorney Gino Galluzzo  
6735 Vistagreen Way, Suite 210  
Rockford, IL 61107

Such Notices shall be given in conformity herewith, deposited, postage prepaid, certified mail

return receipt requested in the United States mail and shall be deemed to have been given when so deposited. In addition, overnight delivery by a national overnight delivery service and fax notice with proof of delivery shall also be sufficient service of Notice.

15. **General Provisions.**

- A. The provisions of this Contract shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto.
- B. In construing this Contract, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders. All sections and descriptive headings of this Contract are inserted for convenience only and shall not affect the construction or interpretation hereof.
- C. This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
- D. This Contract and the exhibits hereto constitute the entire understanding between the parties and supersedes all prior written and oral agreements, understandings, representations and statements; there being no oral representation, warranty, promise or inducement or statement of intention not contained in this Contract.
- E. This Contract shall be construed and enforced pursuant to the laws of the State of Illinois.
- F. Contract Date. Each party has caused this Contract to be executed and delivered on the date first set forth above ("Contract Date").
- G. Electronic Copy Treated as Original. Any signed document transmitted by fax or e-mail shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a faxed document or other copy sent by electronic mail shall be considered an original signature.
- H. This Contract shall inure to and be binding upon the successors and assigns of the parties hereto.

**[signature page on following page, remainder of page intentionally left blank]**



**IN WITNESS WHEREOF**, Seller has signed this Contract and may terminate this Contract at any point during the Due Diligence Period. The City shall fill in the Contract Date on the first page of this Contract with the date it signs this Contract.

**CITY:**

**City of Loves Park**, an Illinois municipal corporation

**SELLER:**

**Marilyn Collins**

\_\_\_\_\_  
Gregory R. Jury, Mayor

*Marilyn Collins*  
\_\_\_\_\_  
Marilyn Collins

\_\_\_\_\_  
Attested by Robert Burden  
City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

To be inserted from title commitment

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,  
ILLINOIS:

WHEREAS, upon the petition for a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a Special Use Permit for a fitness establishment in the RU (Rural Urban) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Parcel I

Lot Fifty-Nine (59) as designated upon Plat No. 2 of Pepper Tree Farms, being a Subdivision of Park of the North Half (1/2) of Section 4, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 35 of Plats on Page 262 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and the State of Illinois.

Parcel II

Part of the East 840 feet of the South 1565 feet (except the South 60 feet thereof) of the Northwest Quarter (1/4) of Section 4, Township 44 North, Range 2 East of the Third Principal Meridian, in Winnebago County, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter (1/4); thence North 0 Degrees 58 Minutes 05 Seconds East 1564.45 Feet along the East line of said Northwest Quarter (1/4) to the North line of the South 1565 feet thereof (description based on the South line of Plat No. 2 of Pepper Tree Farms Recorded April 10, 1974 in Book 35 of Plats on Page 262 in the Recorder's Office of Winnebago County, Illinois); thence North 89 Degrees 16 Minutes 00 Seconds West, 95.20 feet along the North line of said South 1565 feet (and the South line of said Plat No. 2 of Pepper Tree Farms) to the point of Beginning; thence south 0 Degrees 57 Minutes 05 Seconds West, 600 Feet; thence North 89 Degrees 16 Minutes 00 Seconds West, 744.80 Feet, parallel with said North line to the West line of said East 840 Feet; thence North 0 Degrees 57 Minutes 05 Seconds East, 600.00 Feet along said West line to the North line of the South 1565 Feet thereof; thence South 89 Degrees 16 minutes 00 Seconds East, 744.80 Feet along the North line of said South 1565 Feet (and the South line of said Plat No. 2 of Pepper Tree Farms) to the point of beginning; situated in the County of Winnebago and the State of Illinois.

PROPERTY CODE: 12-04-176-008 & 12-04-176-030  
COMMONLY KNOWN AS: 5373 Pebble Creek Trail & 5375 Pebble Creek Trail

Conditions:

1. The Special Use Permit expires with the change in property ownership, change in business ownership, or discontinuance of the fitness establishment
2. The Special Use Permit shall be renewed 1 year from approval.
3. No additional landscaping shall be necessary. Regular maintenance for existing landscaping shall be required. All plants and trees shall be maintained and preserved.
4. There shall be no storage of exercise equipment, or items used in conjunction with the training, stored outside of the building.
5. Only low impact, low noise uses shall be permitted outside.
6. The dumpster enclosure shall be installed before the business opens.
7. The parking area in front of the business, not the office, shall be sealed and striped according to the site plan. The parking lot improvements shall be coordinated with Staff.
8. The Special Use Permit shall be revoked with verified complaints from adjacent property owners and/or local authorities.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

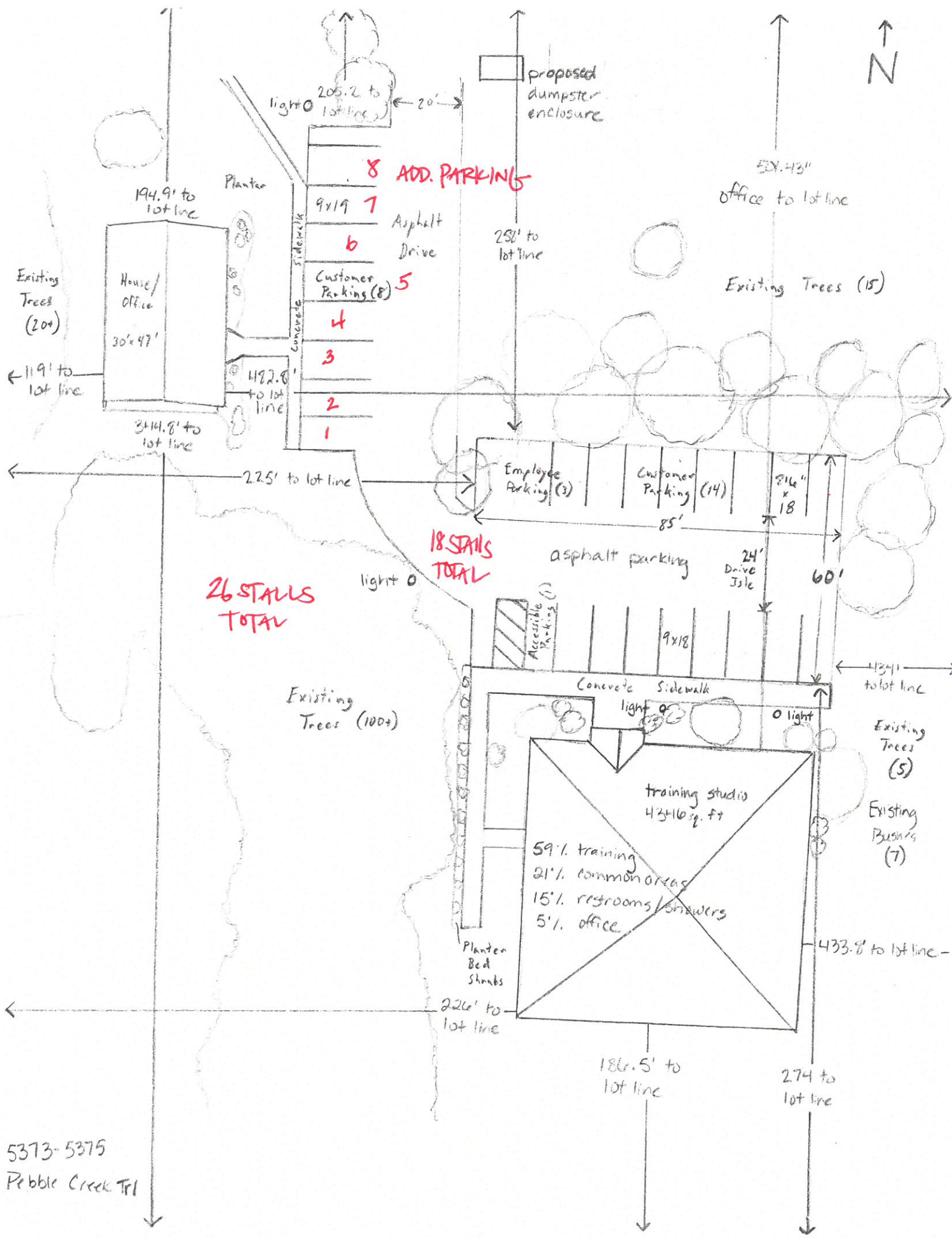
A P P R O V E D:

\_\_\_\_\_  
MAYOR

A T T E S T:

\_\_\_\_\_  
CITY CLERK

PASSED:  
APPROVED:  
PUBLISHED:



5373-5375  
Pebble Creek Trl

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

WHEREAS, upon the petition for a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a Special Use Permit for an automobile sales lot in the N. Second Street Overlay and CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lots 1 & 2 of Parker's Re-subdivision, being a re-subdivision of the Northwest Quarter (1/4) of Section 7, Township 44 North, Range 2 East of the Third Principal Meridian. The re-subdivision of which is recorded in the Winnebago County Recorder's Office. Situated in the County of Winnebago and the State of Illinois.

PROPERTY CODE: 12-07-102-039  
COMMONLY KNOWN AS: 5425 N. Second Street

Conditions:

1. The Special Use Permit expires with the discontinuance of the business, change in business ownership, or change in property ownership.
2. The Special Use Permit shall be revoked with verified complaints from adjacent businesses, property owners, or authorities. Revocation of the special use will require that the property be subject to the provisions of the N. Second Street Overlay District.
3. The dumpster enclosure shall be installed on or before August 31, 2019
4. An 8 foot deep, curbed, mounded landscape buffer with 3 trees shall be installed and maintained across the N. Second Street frontage. The 8 foot landscape buffer on Cherry Place shall not be required, but the gravel areas in front of the building shall be restored back to grass. The applicant shall work with staff for the implementation.
5. No vehicle repair shall be permitted at this location. All vehicle repairs must be done off-site. All vehicles shall be maintaining in good running condition.
6. The establishment shall not be a "buy here, pay here" establishment. All financing shall be through an off-site third party.
7. Only 18 vehicles for sale shall be allowed at any given time. The 24ft travel lane shall remain unobstructed from vehicles for sale.

8. No customer, employee, or vehicles for sale shall be parked on adjacent lots, or in the right-of-way.
9. The customer, employee, and vehicle sales areas shall be striped on or before August 31, 2019. Vehicles for sale shall be parked in the parking stalls and not across parking stall lines.
10. No lifts or platforms shall be permitted for vehicle displays.
11. There shall be no storage of the owner or employees personal or recreational vehicles, including campers, trailers, rv's, aquatic items, boats, or any other items not associated with the business.
12. The business shall be limited to the sale of passenger motor vehicles only. Only passenger vehicles weighing 6,000 lbs., or less shall be permitted. Oversized commercial vehicles that are licensed and used for the transportation of goods or materials, rather than passengers, shall not be permitted.
13. Signage shall on be permitted to be placed on the inside of the rear passenger window on paper, indicating price, options, and other relevant information. Signage for the year, model, and price shall be permitted on the front passenger windshield with the use of manufactured professional appearing letters and numbers for any vehicle for sale.
14. Loading and unloading of vehicles shall not be permitted on N. Second Street.
15. The drive area leading to the garage where employee parking will be located shall be paved. Parking on the lawn is not permitted.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

\_\_\_\_\_  
MAYOR

A T T E S T:

\_\_\_\_\_  
CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

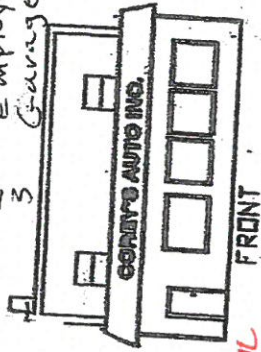
5425 N. SECOND STREET

# STAFF PROPOSAL

- 24 Lot Stalls
- 2 Customer Stalls
- 1 Handicap Stall
- 2 Employer Stalls
- 3 Garage Stalls

8-29-94  
P, Z, A Co.

Dumpst



Reserve Area Back  
TO GRASS

