

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 19-29

**AN ORDINANCE APPROVING THE PURCHASE OF A STREET SWEEPER FROM
KEY EQUIPMENT & SUPPLY AND A TURN KEY MAINTENANCE AGREEMENT**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
BRETT GERGER
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on Sept 10, 2019

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 19-

AN ORDINANCE APPROVING THE PURCHASE OF A STREET SWEEPER FROM KEY EQUIPMENT & SUPPLY AND A TURN KEY MAINTENANCE AGREEMENT

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village advertised for sealed bids for a new street sweeper; and

WHEREAS, Key Equipment & Supply provided the sole bid in the amount of \$220,497.25 - \$45,000 Trade In of VIN: JALE5W166C7900618 Final Cost \$175,497.25; and

WHEREAS, Key Equipment & Supply also offers a Turn Key Maintenance Agreement for maintenance of the street sweeper 4 Year Maintenance Plan Total \$12,000.00;

WHEREAS, Key Equipment & Supply also offers a re-purchase agreement for the Street Sweeper if the Village so desires.

WHEREAS, Village staff recommends the bid from Key Equipment & Supply be accepted and the Village Manager authorized to purchase the street sweeper and enter into the maintenance agreement and re-purchase agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Bid. The Board of Trustees of the Village hereby accept the bid of Key Equipment & Supply, for the purchase of a street sweeper, and also approves the Turn Key Maintenance Agreement and authorizes the Village Manager to execute any necessary documents to effectuate said purchase and approval of the maintenance agreement, as well as the

repurchase agreement.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. 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 this 10 day of September, 2019.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER		X		
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL				

APPROVED by the President of the Village of Chatham, Illinois this 10 day of September, 2019.


Dave Kimsey, Village President

Attest:



Amy Dahlkamp, Village Clerk



Branch Office
P.O. Box 692109
Tulsa, OK 74169
918-809-8011

Branch Office
P.O. Box 11035
Kansas City, KS
66111
913-371-8260

Main Office
P.O. Box 2007
Maryland Heights, MO
63043
314-298-8330

Turn Key Maintenance Agreement

The intent of this agreement is to describe special terms and conditions for The Village of Chatham to lease or purchase (1) New Elgin Pelican NP (equipment description) with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the agreed upon Technical Specifications. This contractual agreement includes all preventative maintenance and repairs with noted exceptions.

DEFINITIONS:

- The term Village shall mean the Village of Chatham.
 - The term "Key Equipment & Supply Company" shall mean the dealer who represents the manufacturer of the equipment being proposed.
 - The term "Fleet Management" shall mean Shane Hill Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
 - The term "Key Equipment & Supply Company Principal" shall mean the principal person or his/her designated representative of Key Equipment & Supply Company, whom this contract shall apply.
 - The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays.
 - The term "normal working hours" shall mean a 35-40hr workweek. The time period of a normal workday when your shop and/or maintenance facility is normally open for operation.
 - The term "in-service date" shall mean the date you place the unit in operation. This will be documented by the Key Equipment territory manager.
1. The maintenance contract period shall be a **4-year** term.
 2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
 3. The Village is responsible for providing fuel, insurance, all normal wear items and operator for the equipment. Original equipment items listed in this paragraph to be utilized and will be supplied by dealer.
 4. The Village is responsible for the daily maintenance of the equipment in accordance with instructions from Key Equipment & Supply Company and/or the manufacturer.

5. Key Equipment & Supply Company is responsible for the cost of parts and labor for the following:
 - a) All scheduled maintenance requirements for the Pelican sweeper chassis, including brakes and A/C system.
 - b) John Deere Engine scheduled maintenance including oil changes and all applicable engine and exhaust/emissions maintenance.
 - c) Spring and Fall sweeper adjustments to optimize sweeping performance for leaf pickup etc.
 - d) Hydraulic system maintenance including filter and oil changes.
 - e) Elgin sweeper computer diagnostics, sensors and installing available updates
 - f) Service calls to Village to perform above. (Approximately 3-4 trips per year depending on hours of operation)

Village is responsible for the following:

- a) Tires
 - b) Equipment damage
 - c) Brooms and sweeper wear items.
6. Key Equipment & Supply Company shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at your site.
 7. This proposal is based on maximum average annual usage of the equipment of 1,000 engine hours per year. An hourly charge of \$50hr will be invoiced for hours exceeding 1000 annual engine hours per year.
 8. The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.
 9. Key Equipment & Supply Company shall guarantee that the equipment purchased under this contract will be available for operation at least 90% of workdays calculated over a 100-day period. Excludes damage down time.
 10. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of Key Equipment & Supply Co. which render the unit unable or unsafe to perform those operations for which the unit is designed. Your supervising personnel, after inspection will determine in conjunction with a Key Equipment & Supply Company Representative if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
 11. The unit will be considered out of service when your representative and a Key Equipment & Supply Company representative agree the unit is inoperable or unsafe and requires repair.
 12. Key Equipment & Supply Company will credit your account a daily amount of \$100.00 for each normal workday required to provide 90% availability in the event a replacement unit is not available.

13. This guarantee shall be in effect for a period of (4-years). Time will be measured in calendar years from the in-service date and engine hours will be recorded on the hour meter provided with the unit.

14. You are responsible for payment of Title and License Plate Fees as well as any applicable taxes.

Customer Village of Chatham

Key Equipment & Supply Company

By: Patrick M. McCarty

By: Brad Franklin

Name:

Name: Brad Franklin

Its: Village Manager

Its: Territory manager

Date: 9-12-2019

Date: 9/12/19



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P.O. Box 692109
Tulsa, OK 74169
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Maryland Heights, MO
63043
314-298-8330

REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this 25th day of July, 2019, between Key Equipment & Supply Company a Missouri corporation, with its principal place of business at 13507 Northwest Industrial Drive Bridgeton, MO 63044 ("Dealer"), and The Village of Chatham with its principal place of business at 116 E mulberry, Chatham Il, 62629 (Lessee). Customer retains first right to attain equipment at final payment amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and Lessee hereby agrees as follows:

AGREEMENT

1. **Repurchase**. Upon expiration of the Lease in accordance with the Lease Documents if customer waives first right to acquire equipment, Dealer shall repurchase the Vehicle subject to satisfaction of the conditions therefore and as otherwise provided herein. Lessee shall give written notice of intention to execute or not execute this Repurchase Agreement, six months in advance of end of term.
2. **Delivery**. Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicles to such location shall be the "Delivery Date."
3. **Transportation Charges**. Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.
4. **Price**. The price of the repurchased Vehicle (the "Repurchase Price") shall be One Hundred Thousand Dollars (\$100,000.00) as set forth in Exhibit B attached hereto.
5. **Payment**. Full payment by Dealer of the amount of the Repurchase Price determined pursuant to Section 3 hereof shall be made within five (5) business days following the Delivery Date of the Vehicles to Dealer. In the event Dealer fails to timely pay the Repurchase Price for any Vehicle in full, Dealer shall pay any interest charges on the unpaid amount of such obligation to US Bank at the same rate as the original lease agreement and relieve the lessee of any obligation.
6. **Title**. Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by Lessee of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.
7. **Sole Parties**. This Agreement is made exclusively for the benefit and solely for the protection of Dealer and Lessee.
8. **Binding Effect and Amendment**. Lessee shall have no right to assign any of Lessee's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed and approved by Dealer and Lessee.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without regard to conflicts of law principles.

10. **Notices.** Any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service, (c) registered or certified mail, return receipt requested, postage prepaid, (d) telecopier or facsimile machine, or (e) e-mail to the parties as follows (as elected by the parties delivering such notice).

If to Dealer: Key Equipment & Supply Company
Attention: Steven Hyink
13507 Northwest Industrial Drive
Bridgeton, MO 63004
Fax Number: 314.298.8376
steve@keyequipment.com

All notices and other communications shall be deemed to have been duly given on (a) the date of delivery if personally delivered, (b) the day after delivery to the service if by nationally recognized overnight delivery service, (c) three days following posting if delivered by mail, or (d) on the date a copy is delivered by telecopier or facsimile machine, or (e) the day after the time received by the recipient if delivered by e-mail, whichever shall first occur. Any party may change its address or other contact information for purposes hereof by notice to the other party given in accordance with the provisions hereof.

12. **Entire Agreement.** This Agreement, the Assignment, and the exhibits attached hereto and thereto, respectively, constitute the entire Agreement of Dealer and Lessee concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

13. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSEE

DEALER

Customer Name

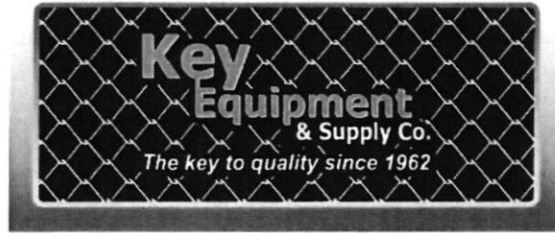
Key Equipment & Supply Co.
a Missouri corporation

By: Patrick M. McCarthy
Name: Patrick M. McCarthy
Its: Village Manager

By: _____
Name: _____
Its: _____

EXHIBIT B

Year	Chassis	VIN	Body	Body Serial Number	Repurchase Amount



Presents a Proposal Summary

of the



*Sample Photo

Pelican P

Pelican NP Three Wheel Street Sweeper with Dual Side Brooms and Belt Conveyor

for

Brad Franklin
Tel:217-816-7055



PRODUCT DESCRIPTION

· Dual steer, Dual gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

STANDARD FEATURES

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights, engine oil temperature, engine oil pressure, fuel level speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6-inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials

- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220-gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Rubber Dirt Shoes
- Unheated Unmotorized Mirrors
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual

ADDITIONAL FEATURES

- Sidebroom Tilt Option Right Hand
- Strip Main Broom (URB) - Center Sweep
- Lower Roller Deflector
- Lower Conveyor Cleanout
- Midwest Autolube Dual Side brooms
- Engine Pre-Cleaner
- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Lights on Battery Cover
- Lighting Package 7: Two LED Strokes w/Guard + Four Roof Mounted Sweep Flashers
- AM/FM/CD With (2) Map Lights
- Right-Hand Heavy-Duty Limb Guard
- Left-Hand Heavy-Duty Limb Guard
- Sweeper Service Manual
- Piranha Broom Segments (Qty. 8)

2019 Elgin Pelican List Price:	\$223,925.00
Less Key Equipment Discount:	-\$6,717.75
Non-Sourcewell Items:	\$250.00
Freight and Delivery:	\$1,940.00
PDI, Install, and Training:	<u>\$1,100.00</u>
Total Price of 2019 Elgin Pelican::	\$220,497.25

4 Year Maintenance Plan:	\$12,000.00
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Less Schwarze VIN: JALE5W166C7900618 Trade	-\$ 45,000.00
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In:

Total Invoice Amount:	\$187,497.25
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Price valid for 30 Days from date of 7/25/2019

Product Model: PELICANP

Price List Date: 4/3/2019

P.O. Number: _____

Payment Terms: Net 10

Proposal Notes:

1. Changes or deviations to any unit order will require a new signed proposal.
2. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

Patrick M. McCarty

Date: 9-12-2019

Brad Franklin

Brad Franklin
Territory Manager
Key Equipment & Supply Co.

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.