



Village Board Meeting May 12, 2016 6:00 p.m.

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Open Forum

Participants are advised that the Open Forum procedure is a privilege and should not be abused. Upon completing an Open Forum request form and submitting it to the Village Clerk before the commencement of the meeting, participants will be recognized and given a chance to speak. The time limit to speak is 3 minutes. If deemed necessary by the Village Board, the matter may be referred to Village Staff or may be placed on a future agenda for Board consideration.

All participants are expected to exercise common courtesy and follow any rules of order established or announced by the Village Board and/or Mayor. Candidates for local public office may not use this forum for campaign purposes.

5. Reports

a. Board Reports

- Mayor
- Clerk
- Attorney
- Manager
- Trustees

*Background Of
Subject Matter*

*

Type

Discussion Only

6. Items To Be Removed From Consent Agenda

7. Consent Agenda (Omnibus Vote)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board Meeting held April 28, 2016.

*Background Of
Subject Matter*

Required parliamentary procedure.

Type

Motion

b. **Finance Ordinance**

i. **Finance Ordinance # 1**

Total to be announced at the meeting.

| | |
|--|--------|
| <i>Background Of Subject Matter</i> | * |
| <i>Type</i> | Motion |

c. **Purchase Orders**

i. **PO 11038920**

Amalgamated Bank of Chicago \$740,112.50

| | |
|--|--|
| <i>Background Of Subject Matter</i> | Bond Debt Service Payments. Total PO includes both July interest payment and January principal & interest payments |
| <i>Type</i> | Purchase Order |
| <i>Budgeted</i> | Yes |

Documents: [PO 11038920.PDF](#)

ii. **PO 11038925**

Benistar/Hartford \$102,000.00

| | |
|--|--|
| <i>Background Of Subject Matter</i> | Annual cost for retiree insurance payments |
| <i>Type</i> | Purchase Order |
| <i>Budgeted</i> | N/A |
| <i>Budgeted Explanation</i> | Amount reimbursed by retirees |

Documents: [PO 11038925.PDF](#)

iii. **PO 11038900**

Clarke Environmental \$79,520.00

| | |
|--|--------------------|
| <i>Background Of Subject Matter</i> | Mosquito Abatement |
| <i>Type</i> | Purchase Order |
| <i>Budgeted</i> | Yes |

Documents: [PO 11038900.PDF](#)

iv. **PO 11038940**

Westmont Park District \$11,280.50

| | |
|--|--|
| <i>Background Of Subject Matter</i> | Salary Sharing for Landscape Architect |
| <i>Type</i> | Purchase Order |
| <i>Budgeted</i> | Yes |

Documents: [PO 11038940.PDF](#)

v. **PO 11038904**

Burns & McDonnell \$9,721.25

Background Of Subject Matter Stormwater Reviews
Type Purchase Order
Budgeted Yes

Documents: [PO 11038904.PDF](#)

vi. **PO 11038912**

LEDOLAS \$50,250.00

Background Of Subject Matter CBD LED Light Replacements
Type Purchase Order
Budgeted Yes
Budgeted Explanation 50% reimbursed by grant

Documents: [PO 11038912.PDF](#)

vii. **PO 11038934**

Magic Pure LLC \$5,325.00

Background Of Subject Matter Fountain repair/replacements at Westmont Centre
Additional Background Payment is included in the finance ordinance, which will be approved simultaneously with this purchase order.
Type Purchase Order
Budgeted Yes
Budgeted Explanation We expect to be reimbursed through insurance

Documents: [PO 11038934.PDF](#)

viii. **PO 11038915**

Maercker School District \$15,299.00

Background Of Subject Matter Annual Cost for Westmont Centre Cleaning Service
Type Purchase Order
Budgeted Yes

Documents: [PO 11038915.PDF](#)

ix. **PO 11038943**

K-Five Construction \$999,999.99

Background Of Subject Matter 2016 MFT Resurfacing
Additional Background The total amount of the project is \$2,142,966.86. Due to software limitations, this is broken up into three purchase orders.

Type Purchase Order

Budgeted Yes

Documents: [PO 11038943.PDF](#)

x. **PO 11038944**

K-Five Construction \$999,999.99

Background Of Subject Matter 2016 MFT Resurfacing

Additional Background The total amount of the project is \$2,142,966.86. Due to software limitations, this is broken up into three purchase orders.

Type Purchase Order

Budgeted Yes

Documents: [PO 11038944.PDF](#)

xi. **PO 11038945**

K-Five Construction \$142,966.88

Background Of Subject Matter 2016 MFT Resurfacing

Additional Background The total amount of the project is \$2,142,966.86. Due to software limitations, this is broken up into three purchase orders.

Type Purchase Order

Budgeted Yes

Documents: [PO 11038945.PDF](#)

xii. **PO 11038930**

Ray O'Herron \$9,000.00

Background Of Subject Matter Police Body Armor

Type Purchase Order

Budgeted Yes

Budgeted Explanation 50% reimbursed by grant

Documents: [PO 11038930.PDF](#)

xiii. **Total Of Purchase Orders**

\$ 3,165,475.11

Background Of Subject Matter *

Type Purchase Order

d. **Total Of Purchase Orders And Finance Ordinance**

Total to be announced at the meeting.

**Background Of
Subject Matter** *

Type Motion

e. **Proclamation - Robert Bernas**

Board to consider a proclamation honoring Westmont Park District Commissioner Robert Bernas upon his retirement.

**Background Of
Subject Matter** *

Type Proclamation

Documents: [2016-05-12 PROCLAMATION - ROBERT BERNAS.PDF](#)

f. **Proclamation - 2016 National Public Works Week**

Board to consider a motion to approve a proclamation declaring May 15 - 21, 2016 as National Public Works Week.

**Background Of
Subject Matter** *

Type Proclamation

Documents: [2016 PUBLIC WORKS PROCLAMATION.PDF](#)

g. **Proclamation - 2016 National EMS Week**

Board to consider a motion to approve a proclamation to declare May 15 - 21, 2016 as Emergency Medical Services Week.

**Background Of
Subject Matter** Westmont is proud of the outstanding EMS that are a part of our community.

Type Proclamation

Documents: [2016 EMS WEEK PROCLAMATION.PDF](#)

h. **Proclamation - 2016 National Police Week**

Board to consider a proclamation declaring May 15, 2016 as Peace Officer Memorial Day and May 15 - 21, 2016 as National Police Week.

**Background Of
Subject Matter** *

Type Proclamation

Documents: [2016 POLICE WEEK PROCLAMATION.PDF](#)

8. Unfinished Business

9. New Business

a. **Environmental Improvement Commission Appointment**

Board to consider a motion approving the Mayor's appointment of a new member to the Environmental Improvement Commission.

**Background Of
Subject Matter** This appointment fills a current vacancy. Village ordinance requires the Mayor to appoint members to the EIC and requires Village Board approval of that appointment. The term of the appointment is 3 years.

Type Ordinance

b. **Honorary Street Name Request - South Park Street**

Board to consider a resolution to give South Park Street the honorary designation as Jim Farley Trail.

Background Of Subject Matter Application and petition submitted. 43 signatures with 75% of the homes on the block approving this designation. Addresses affected by the request are 404-544 South Park Street; area between 55th Street and 57th Street.

Type Resolution

Documents: [HONORARY STREET NAMING-S.PARK.PDF](#)

c. **FY2016 Tobacco Enforcement Program**

Board to consider an ordinance approving a contract with the Illinois Liquor Control Commission for participation in the tobacco retailer education program.

Background Of Subject Matter This is an annual contract with the ILCC to receive grant funds for the Tobacco Enforcement Program.

Type Ordinance

Documents: [2016-IL TOBACCO AGREEMENT.PDF](#)

d. **Intergovernmental Agreement**

Board to consider an ordinance approving an Intergovernmental Agreement with the South Westmont Fire Protection District for fire protection and ambulance service.

Background Of Subject Matter The Village has provided fire protection services and ambulance services to properties located within the South Westmont Fire Protection District in previous years pursuant to an IGA. This new IGA continues these services.

Additional Background The IGA provides for increased payments to the Village compared with the previous IGA. Payments are made from a tax levy levied by the SWFPD. The term runs through 2021.

Recommendation Approve

Type Ordinance

Documents: [IGA FIRE DEPARTMENT.PDF](#)

e. **Fire Department Agreement - Fire Recovery USA, LLC**

Board to consider an ordinance approving an agreement with Fire Recovery USA, LLC, to provide billing for emergency services provided by the Westmont Fire Department.

Background Of Subject Matter Based on the recommendation of the Public Safety Committee, the Fire Department is requesting the Village enter into an agreement with Fire Recovery USA, LLC, to provide billing services for emergency services rendered by the Westmont Fire Department.

Additional Background See attached service agreement.

Recommendation Approve.

Type Ordinance

Budgeted Yes

Documents: [FIRE RECOVERY USA AGREEMENT.PDF](#)

f. **Fire Department Lease Agreement - Fire Truck**

Board to consider an ordinance approving a lease-purchase agreement with PNC Equipment Finance for the lease of Fire Truck.

Background Of Subject Matter At the 3/31/16 Village Board meeting the Board approved the terms and conditions included in purchasing a fire quint from the manufacturer. The next step in the process is the approval of the Lease-Purchase Agreement with PNC, who is financing the lease.

Additional Background As discussed at committee and approved in the budget, the Village would pay approximately \$127,000 annually for 7 years, which includes a bumper-to-bumper warranty through Pierce. At the end of 7 years the vehicle is returned to Pierce

Type Ordinance

Budgeted Yes

Documents: [FIRE QUINT LEASE AGREEMENT.PDF](#)

g. **Fire Department - Surplus Equipment**

Board to consider an ordinance declaring Fire Department hose as surplus property.

Background Of Subject Matter The property, consisting of 3500 feet, at 70 lengths each, of 1-3/4, 2-1/2, and 3" hose, dating from 1970 through 1987, has outlived its useful life and is outdated, non-functioning, or is otherwise not economically maintainable.

Additional Background The hose will be sold, donated or scraped as appropriate. Upon being declared surplus and disposed of, this property will be removed from the Village's property inventory.

Recommendation Approve.

Type Ordinance

h. **Police Dept - Surplus Property**

Board to consider an ordinance to declare certain equipment as surplus Village property.

Background Of Subject Matter The property identified on the attached list has outlived its useful life: outdated, nonfunctioning or otherwise not economically maintainable. This equipment will be sold or disposed of by a method acceptable to the Village Manager.

Additional Background This property upon being declared as surplus and disposed of, will be removed from the Village Property Inventory.

Recommendation Staff recommends this property be declared as surplus.

Type Ordinance

Documents: [SURPLUS WPD PROPERTY LIST 2016.PDF](#)

10. Miscellaneous

11. Executive Session

This Board may adjourn to closed session to discuss matters so permitted and may act upon such matters upon returning to open session.

12. Adjourn

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting.

Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD **Thursday, April 28th, 2016.**

Mayor Gunter called the meeting to order at **6:04 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymiski P

TRUSTEES: Addington P Barker P
Barry P Guzzo P
Liddle P Nero P

STAFF:

| | | |
|--|---|---|
| May <u>P</u> (Village Mgr) | Parker <u>P</u> (Finance Director) | Ziegler <u>P</u> (Community Development Director) |
| Crane <u>A</u> (H.R. Director) | McIntyre <u>P</u> (Communication Director) | Liljeberg <u>A</u> (I.T. Manager) |
| Chief Mulhearn <u>P</u> (Police Dept.) | Dep. Chief Brenza <u>A</u> (Police Dept.) | Dep. Chief Gunther <u>P</u> (Police Dept.) |
| Chief Weiss <u>A</u> (Fire Dept.) | Dep. Chief Riley <u>P</u> (Fire Department) | Ramsey <u>P</u> (P.W. Director) |
| Dralle <u>A</u> (EMS Director) | Mielcarski <u>A</u> (Admin. Assistant) | Richards <u>A</u> (Deputy Clerk) |

ATTORNEY: Zemenak P Perez A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Chicago Tribune A Independent: Daniel Smrokowski A
Bugle A

CHAMBER OF COMMERCE DIRECTOR: Forsberg - P

VISITORS: None.

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

OPEN FORUM: None.



VOTING KEY: **A=ABSENT** **AB=ABSTAIN** **N=NO** **W=Withdrawn**
 P=PRESENT **Y=YES** **V=VACATION**

Note: *The items listed in these minutes are summaries only and are not meant to be a direct transcript of the Mayor's, Manager's, Clerk's and Trustees' comments. For actual quotes of the referenced items please refer to the Archival video copy of this meeting.*

VOTING SUMMARY

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| TRUSTEE ADDINGTON | <u>Y</u> |
| TRUSTEE BARKER | <u>Y</u> |
| TRUSTEE BARRY | <u>Y</u> |
| TRUSTEE GUZZO | <u>Y</u> |
| TRUSTEE LIDDLE | <u>Y</u> |
| TRUSTEE NERO | <u>Y</u> |

REPORTS

Mayor Gunter

- Invited Frank Trout to the podium from the American Legion Post, who spoke about Jimmy Robinson, Jr. He was a resident of Westmont who received the Medal of Honor while serving with the U.S. Army in the Vietnam War. Hugh Winston also talked about upcoming events to honor Jimmy Robinson, Jr.
- Recapped the 100th Anniversary Committee held earlier today at 3:30pm.
 - We are working on a historical mural which will be located in Village Hall and will depict different eras of Westmont History. Trustee Barker will be coordinating the effort.
 - Our next historical presentation / exhibit at the Village Hall will feature items recently donated by Blues Hall of Fame inductee Eddy Clearwater, who used to be a Westmont resident.
- Talked about the following awards that were presented at the Awards Dinner. Congrats to all the award winners. Information and pictures are published on the Village Website.
 - The citizen of the Year Award - Chris Svitak
 - Public Safety Officer of the Year Award - Josh Turen
 - Village of Westmont Public Service Employee of the Year Award - Jim Wright.

Clerk Szymski

- Introduced Kim Baxter and Sarah O'Donnell who talked about the Race to the Flag Run on Sunday, May 29th at Ty Warner Park. Online registration is available and the website is racetotheflag.org. The proceeds will go to benefit People's Resource Center.
- Talked about the Rotary Reverse Raffle. It was successful.

Attorney Zemenak

- Nothing tonight.

Village Manager May

- Nothing tonight.

Trustee Barker

- The next Community Development Committee meeting will be held on Thursday, May 26th. One of the topics that will be discussed is updating the permit fee structure to make property improvements more affordable for single family homeowners.
- Invited Mike Ramsey to the podium to discuss Stormdrain Stenciling project that will be starting on May 7th. Volunteers are needed and you can sign up online. We are hoping for at least 100 volunteers.

Trustee Guzzo

- The Budget was approved at our April 14, 2016 meeting.
- The next Finance Committee meeting will be May 12th at 4:00pm.

Trustee Nero

- The Spring CPR Class is full. Thanked Lynn Dralle from the Fire Department. Another class will be held in the fall.
- April 30th is the Drug Take Back Program. The event is held 10am to 2pm at 500 N. Cass. This is so drugs are disposed of in a proper manner instead of down the drain.
- Deputy Chief Gunther talked about the Police Department Open House. It will be June 4th, 2016. There will be the Police Auction earlier in the day. Items for auction are bicycles, video games, tools, etc. Then from 11am-3pm the Open House will begin.
- Police Chief Mulhearn came up to talk about Chasing the Dragon presentation. The FBI and DEA did a video program that you can watch. Go to FBI.gov to view the video. It is about drugs in the community.
- Cop on Top will be held May 20th, 2016. We will be at both Dunkin' Donuts locations and the proceeds go to Special Olympics.

Trustee Addington

- There is a meeting regarding the Red, White, & BBQ event at the Westmont Center. The meeting will be held Monday, May 3rd at 6pm.
- Since it is the 10th Anniversary of the BBQ, Urban Legends crafted a special beer for the event. We are expecting many participants. Red, White, and BBQ will be held May 27th, 28th & 29th at Ty Warner Park.
- Economic Development Committee will be held May 4th at 9am here at Village Hall.
 - Andy's Frozen Custard is being proposed at the old Pizza Hut Building.
 - Dan Pryor from Odessa Realty Investors was invited up to describe ongoing improvements at the Westmont Village Apartments formerly known as the Ponds.
- The Strategic Plan Committee will be meeting here on May 10th at 10:30am.
- The Best Dining Awards were announced at the Chamber Awards Dinner. We will doing this again next year.

Trustee Liddle

- The next Administration Committee will be held on May 12, 2016.
- Cruisin' Nights and the Westmont Street Fair starts June 2nd, 2016.

Trustee Barry

- The Environmental Improvement Committee wrapped up their Earth Day events that have happened.
- The Public Works Committee gave an update. Talked about the Smart Meters that ComEd is installing. There will be a notice sent when your area will be serviced and there should be no reason for anyone to come into your home.
- There is ongoing resurfacing throughout the Spring and Summer.
- The next meeting will probably be held at the Water Department.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda at this time.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

Motion by **Trustee Addington** to approve the consent agenda items A, B, C, D, E, F, & G.

(A) VILLAGE BOARD MINUTES:

Board to consider approving the following minutes:

- Special Board Meeting: Budget Workshop held April 7, 2016
- Village Board Meeting held April 14, 2016

(B) FINANCE ORDINANCE #24: Dated **April 28, 2016**, in the amount of
\$ 1,341,603.33

(C) MARCH FINANCIAL REPORT:

Board to consider a motion to accept the financial report submitted for the month of March 2016.

(D) PURCHASE ORDERS

| | | |
|-----------------|---------------------------------|---------------------|
| 11038807 | Irv Kaplan Interiors | \$ 5,496.20 |
| 11038809 | K.H. Renovations | 10,415.00 |
| | Total of Purchase Orders | \$ 15,911.20 |

(E) PROCLAMATION: 2016 MUNICIPAL CLERKS WEEK

Board to consider a proclamation to declare May 1st through May 7th 2016 as Municipal Clerks Week in the Village of Westmont.

(F) PROCLAMATION: 2016 PUBLIC SERVICE WEEK PROCLAMATION

Board to consider a proclamation to declare April 10-16, 2016 as National Library Week in the Village of Westmont.

(G) COMMUNITY EVENTS: ANGEL HAVEN FOUNDATION BENEFIT SALE

Board to consider an ordinance approving the following requests by Angel Haven Foundation, a not-for-profit corporation, for their annual fundraising yard sale:

1. Approval of a 4-day yard sale at 213 E 55th Street, June 23-26th, 2016 from 9:00 a.m. until 6:00 p.m.
2. Waiver of a tent permit fee for this yard sale.
3. Waiver of the costs of utilizing the Village's Loan-a-Truck Program.
4. Waiver of the costs for a garage sale permit
5. Waiver of the costs for a temporary banner/sign permit.

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #1

Ayes: Guzzo, Liddle, Nero, Barker, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

UNFINISHED BUSINESS

NEW BUSINESS

(2) BISHOP'S CHILI - OWNERSHIP CHANGE & FEE WAIVER

Deputy Police Chief Gunther addressed the Board on this item.

Motion by **Addington** to consider an ordinance which would accommodate a request by Bishop's Chili to change ownership and waive applicable fees.

Seconded by **Trustee Guzzo** and the motion passed.

VOTE ON MOTION #2

Ayes: Guzzo, Nero, Liddle, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Abstain: None.

(3) CLASS 2 LIQUOR LICENSE - GRILL 89

Deputy Police Chief Gunther addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance increasing the number of available Class 2 liquor licenses by one to accommodate a request from Grill 89, located at 800 E. Ogden Avenue, Unit 21A.

Seconded by **Trustee Addington** and the motion passed.

VOTE ON MOTION #3

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

(4) CLASS 4 LIQUOR LICENSE - PIZZERIA CUCINOVA

Deputy Police Chief Gunther addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance increasing the number of available Class 4 liquor licenses by one to accommodate a request from Pizzeria Cucinova, located at 800 E. Ogden Avenue, Unit 21B.

Seconded by **Trustee Guzzo** and the motion passed.

VOTE ON MOTION #4

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

(5) PARK DISTRICT HOTEL/MOTEL GRANT REQUESTS

Finance Director Parker addressed the Board on this item.

Motion by **Trustee Addington** to consider a motion awarding Hotel/Motel Grant requests to the Westmont Park District for the following events:

1. \$2,500 for Concerts in the Park
2. \$2,500 for Holly Days
3. \$2,500 for P.V.P.N. performance

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #5

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

(6) 408-414 N CASS - 2ND REQUEST FOR EXTENSION OF APPROVALS

Community Development Director Ziegler addressed the Board on this item.

Motion by **Trustee Barry** to consider an ordinance extending the variance approvals request for



Village Clerk's Office

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6220 Fax: 630-829-4441

4 months for the Westmont Gardens townhomes in the R-4 General Residence District.

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #6

Ayes: Guzzo, Barry, Liddle, Nero, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

(7) EMPLOYMENT AGREEMENT

Mayor Gunter and Trustee Nero addressed the Board on this item.

Motion by **Trustee Barry** to consider an ordinance approving an Employment Agreement with the Fire Chief.

Seconded by **Trustee Addington** and the motion passed.

VOTE ON MOTION #7

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

MISCELLANEOUS:

- Discussed a potential change in the meeting days.

(8) ADJOURNMENT: Motion by **Trustee Addington** to adjourn the meeting. Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #8

Ayes: Guzzo, Liddle, Nero, Barker, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

MEETING ADJOURNED AT 7:18 P.M.

ATTEST:

APPROVED:

Virginia Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 12th day of May, 2016.



PURCHASE ORDER

Village of Westmont
Phone (630) 981-6200

PO #: 11038925
VENDOR #: B04587

May 03, 2016

BENISTAR/HARTFORD - 6795
P.O. BOX 1267
BUFFALO NY 14240-1267

Fy 17

ATTN: PATTI MIELCARSKI

| QTY | DESCRIPTION | UNIT COST | TOTAL COST | BUDGET # |
|-----|-------------------------------|------------|--------------|------------------|
| | ANNUAL RETIREE INSURANCE PYMT | | | |
| | RI) - VIA PENSION PAYMENT | | | |
| 1 | 1ST PAYMENT - JULY 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 2ND PAYMENT - AUGUST 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 3RD PAYMENT - SEPT 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 4TH PAYMENT - OCT 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 5TH PAYMENT - NOV 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 6TH PAYMENT - DEC 2016 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 7TH PAYMENT - JAN 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 8TH PAYMENT - FEB 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 9TH PAYMENT - MARCH 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 10TH PAYMENT - APRIL 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 11TH PAYMENT - MAY 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| 1 | 12TH PAYMENT - JUNE 2017 | 8,500.0000 | \$8,500.00 | 01-00000-17-1367 |
| | | | | |
| | | TOTAL | \$102,000.00 | |

Department Head: Cathy Crane
Requested
By: CATHY CRANE

Village Manager: _____
Approved
By: [Signature]
Finance Officer
Date: 5-4-16

All vendors must comply with applicable regulations of the Illinois Department of Human Rights. This order is exempt from Federal Excise Tax under the title 25 USCA, and from Illinois Sales, Use and Service Taxes. No. E9997-4320-07. Acceptance of this Purchase Order constitutes agreement by vendor that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.



PURCHASE ORDER

Village of Westmont
Phone (630) 981-6200

PO #: 11038930
VENDOR #: 007151

May 03, 2016

FY2017

RAY O'HERRON
PO BOX 1070
DANVILLE IL 61834-1070

SHIP TO/BILL TO:
WESTMONT POLICE DEPARTMENT
500 N CASS AVE
WESTMONT IL 60559-1503
ATTN: MAGGIE BJUR

Budgeted

| QTY | DESCRIPTION | UNIT COST | TOTAL COST | BUDGET # |
|-----|---------------------------|-----------|------------|------------------|
| 10 | LEVEL 111A BODY ARMOR FOR | 900.0000 | \$9,000.00 | 01-52110-80-8014 |
| | 10 OFFICERS FROM GRANT | | | |
| | DOJ'S BULLETPROOF VEST | | | |
| | PARTNERSHIP | | | |
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| | | TOTAL | \$9,000.00 | |

Department Head Requested By: *[Signature]*
SGT GRUEN

Village Manager: _____
Approved By: *[Signature]* Finance Officer
Date: 5-4-16

All vendors must comply with applicable regulations of the Illinois Department of Human Rights. This order is exempt from Federal Excise Tax under the title 25 USCA , and from Illinois Sales, Use and Service Taxes. No. E9997-4320-07. Acceptance of this Purchase Order constitutes agreement by vendor that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.



PROCLAMATION NO. P16-_____

A Proclamation Honoring Robert Bernas

WHEREAS: Robert “Bob” Bernas and his wife moved to Westmont in 1972 and raised their family in the Village of Westmont; and

WHEREAS: Bob Bernas became involved in the community as a Westmont Park Board Commissioner in 1973 and served on the Park Board for the next 43 years; and

WHEREAS: Bob Bernas served as President of the Westmont Park Board for 38 years; and

WHEREAS: During his tenure, the Westmont Park District grew tremendously from having 3 parks and less than 15 acres of land to having over 20 properties and over 150 acres of park space; and

WHEREAS: Bob Bernas was instrumental in working with DuPage County in the acquisition of property that eventually became Twin Lakes Woods and Bellerive Park; and

WHEREAS: Bob Bernas was a driving force behind the purchase and development of the property that is now the Westmont Fitness Club and Ty Warner Park the largest Westmont Park District park; and

WHEREAS: Bob Bernas provided guidance and direction in hiring the first full-time Park District employee in 1974, leading to the Park District staff of its current status having 17 full-time employees and more than 100 part-time and seasonal staff; and

WHEREAS: Bob Bernas has demonstrated his commitment to the community of Westmont by consistently supporting through his participation and service; the Park District’s endeavors to offer the community affordable, family-friendly special events.

NOW, THEREFORE I, Ronald J. Gunter, by virtue of the authority vested in me as Mayor of the Village of Westmont, along with the Westmont Village Board of Trustees, do hereby proclaim that Bob Bernas will receive a Key to the Village in honor of his more than 4 decades of public service to the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village to be affixed this 12th day of May in the year of our Lord two-thousand and sixteen.

Ayes: ____ Nays: ____ Absent: ____

ATTEST:

APPROVED:

Virginia Szymanski, Village Clerk

Ronald J. Gunter, Mayor



P16-_____
Village of Westmont
Proclamation
National Public Works Week
May 15 - 21, 2016

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collections; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness if these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our public works department is supported when citizens understanding of the importance of the work they perform,

WHEREAS, the year 2016 marks the 56th annual National Public Works Week sponsored by the American Public Works Association;

THEREFORE, I, Ron Gunter, Mayor of the Village of Westmont, do hereby proclaim the week of May 15, 2016 as

“National Public Works Week”

in the Village of Westmont and call upon all citizens and civic organizations in Westmont to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

PASSED AND APPROVED, by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois this 12th day of May, 2016.

Ayes: _____ Nays: _____ Absent: _____

Ronald J. Gunter
Mayor

Attest: _____
Virginia Szymiski
Village Clerk



P16-_____

EMS Week Proclamation

To designate the Week of May 15-21, 2016, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

THEREFORE, I, Ronald J. Gunter, Mayor, Westmont, Illinois, in recognition of this event do hereby proclaim the week of May 15-21, 2016, as

“EMERGENCY MEDICAL SERVICES WEEK”

With the theme, "EMS Strong - Called to Care." I encourage the community to observe this week with appropriate programs, ceremonies and activities.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 12th day of May, 2016.

Ayes: _____ Nays: _____ Absent: _____

APPROVE:

ATTEST:

Ronald J. Gunter
Mayor

Virginia Szynski
Village Clerk



POLICE DEPARTMENT
500 North Cass Avenue, Westmont, Illinois 60559-1503

Main: 630-981-6300 Records: 630-981-6303
Investigations: 630-981-6302 Administration: 630-981-6363
westmont.il.gov | police@westmont.il.gov



P16- _____

National Police Week May 15 thru May 21, 2016

In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

WHEREAS, there are approximately 900,000 law enforcement officers serving all the communities across the United States, including the dedicated members of the Westmont Police Department;

WHEREAS, some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, over 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington D.C.;

WHEREAS, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 124 officers killed in 2015;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year May 10th thru May 16th; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families; and

THEREFORE, BE IT RESOLVED, I Ronald J. Gunter, by the virtue of the authority vested in me, as Mayor of the Village of Westmont, Illinois do hereby proclaim May 15th thru May 21st as Police Week in the Village of Westmont, and May 15th as Peace Officers Memorial Day. We publicly salute the service of the men and women of the Westmont Police Department and those law enforcement officers protecting us in all communities across this great nation.

Ayes: _____ Nays: _____ Absent: _____

Ronald J. Gunter
Mayor

Attest: _____
Virginia Szymiski
Village Clerk

Village of Westmont Honorary Designation Application

| | |
|---------------------|--|
| Village of Westmont | HONORARY DESIGNATION OF A VILLAGE STREET APPLICATION |
|---------------------|--|

Please read instructions carefully before completing this application.

| | | | |
|--|----------------------------------|---|-------------------------|
| Name (contact person): | Linda Sobotka | | |
| Address: | 440 S. Park Street | | |
| | Westmont, IL | | |
| Telephone number. (Day) | 630-251-7173 | (Evening) | 630-960-5414 |
| E-mail address: | sobol_60559@yahoo.com | | |
| Honoree Information: | Living | <input checked="" type="radio"/> Deceased | Non-profit organization |
| Name: | James Farley | | |
| Address: | 422 S. Park St., Westmont, IL | | |
| Telephone number: | 630 960-1215 | E-mail address: | |
| Proposed street for designation: (The designation shall be confined to a right-of-way within the vicinity of home, organization, or a location associated with the honoree.) | | | |
| S. Park Street between 55 th st. and 57 th street | | | |
| | | | |
| Beginning at: | 55 th street south to | Ending at: | 57 th street |
| Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation. Please also attach a detailed resume on the honoree or reasons for designation. | | | |
| see attached | | | |
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Village of Westmont Honorary Designation Application

Suggested length of time for designation:

FOREVER

Explain why this method of recognition should be used for the proposed honorary designation.

SEE ATTACHED

Other Requirements:

Neighborhood Petition (for all requests)

DONE

Non-profit Board Letter of Endorsement

NA

Neighborhood Association Endorsement (submit minutes or other documentation)

NA

Other Letters of Support/Endorsement

NA

Please attach:

Map specifying location.

DONE

A petition supporting the designation signed by 75% of the abutting property owners.

DONE

Attach detailed resume or reasons for designation.

DONE

Copy of minutes, resolution, and/or letters from the non-profit board or neighborhood association, as applicable.

NA

RECEIVED

MAY 2 2010

BY:

received 5/2/16 pmm

Good Evening,

My name is Debby Piha

John and I have lived on South Park Street in Westmont since 1979

There are still many of the same folks that were there when John and I moved in....and over the years it has been proven to be a block that people became comfortable with and want to stay.

Which leads me to a neighbor, a friend, an honored Westmont Police Officer and Viet Nam Vet...Jim Farley and his wife Joanne.....

Jim passed away last December 13th...but his memory will always remain with us.

He always had time for anyone in the neighborhood ESPECIALLY the children. His eyes danced when he had the children playing with his Labs and their puppies. The children learned to be careful in crossing Park Street....using the abandoned chicken, adopted by Jim and now named Chicken McNugget, as the example.... since Chicken

McNugget always looked both ways before crossing as well!!(True story)

He exhibited a love of life through his profession ---a Westmont Police

Officer, through his outdoor adventures in hunting and fishing, and through his love of Joanne his wife of 40 years!

But there was also his love of Westmont AND his country.

Jim spent 26 years in the Westmont Police Department working at a very high level of service and was decorated and received numerous service awards....including credit for saving two lives.....

In addition Jim served 3 tours of duty in Viet Nam attaining the rank of E-4...Jim was there in some of the toughest years of the United States involvement.

Jim was a strong man with a steely grin that was coupled with a disposition that easily made friends .All who knew him became his "Band of Brothers".

In the end, Jim's strength may have diminished, but his love for his Joanne, his country, his neighbors, his Village, his friends, his pets was as strong as ever.

Jim has earned what this country so much needs-honor.....respect.....and our love.

That being said, his beloved Park Street, his family and friends would be most appreciative if the Board and this Village of Westmont would consider honoring Jim Farley by naming South Park Street "HONARY James (Jim) Farley Street.....Or Jim Farley Way....whatever you think is most appropriate.....

It would be our way of saluting a man so deserving.

Thank you!!

Village of Westmont Honorary Designation Application

PETITION TO DESIGNATE HONORARY STREET

Petition to be signed by residents/homeowners of PARK street approving the request to designate this street as honorary James Farley. 75% of neighborhood is required for the application.

Please provide your:

| | Signature | Print Name | Street Address |
|----|-------------------------|------------------|-------------------------|
| 1 | <i>John F. Pihla</i> | JOHN PIHLA | 405 S. PARK ST |
| 2 | <i>Deborah L. Pihla</i> | DEBORAH L. PIHLA | 405 S. PARK ST |
| 3 | <i>Joann Farley</i> | JOANN FARLEY | 428 S. PARK ST. |
| 4 | <i>Linda Sobotka</i> | LINDA SOBOTKA | 440 S. PARK ST. |
| 5 | <i>Gregory Sobotka</i> | Gregory Sobotka | 440 S. Park St. |
| 6 | <i>Donna Rosenkranz</i> | DONNA ROSENKRANZ | 423 S. PARK ST WESTMONT |
| 7 | <i>Grua Cohen</i> | Grua Cohen | 416 S Park St |
| 8 | <i>David J. Wilk</i> | David J. Wilk | 429 S Park St |
| 9 | <i>Lorraine J. Wilk</i> | Lorraine J. Wilk | 429 S. Park st |
| 10 | <i>Daniel J. Wilk</i> | Daniel J. Wilk | 429 S. Park st |
| 11 | <i>Stephanie Mack</i> | Stephanie Mack | 410 S Park St |
| 12 | <i>Sandra Smith</i> | SANDRA SMITH | 441 S. Park |
| 13 | <i>Sally Kuhn</i> | Sally Kuhn | 435 S. Park |
| 14 | <i>Maria Alcock</i> | MARIA ALCOCK | 447 S. PARK |
| 15 | <i>John Alcock</i> | John Alcock | 447 S. Park |
| 16 | <i>Carol Cole</i> | Carol Cole | 513 S Park |
| 17 | <i>Guy Quedvan</i> | Guy QUEDVAN | 519 S Park |
| 18 | <i>Pam Quedvan</i> | PAM QUEDVAN | 519 S Park |
| 19 | <i>Margaret Mack</i> | Margaret Mack | 543 S Park |
| 20 | <i>Thomas Mack</i> | THOMAS MACK | 543 S PARK |

PETITION TO DESIGNATE HONORARY STREET

Village of Westmont Honorary Designation Application

Petition to be signed by residents/homeowners of PARK ST street approving the request to designate this street as honorary JAMES FARLEY. 75% of neighborhood is required for the application.

Please provide your:

| | Signature | Print Name | Street Address |
|----|---|-----------------------|---------------------------|
| 1 |  | Marie Baldwin | ^{543 S} PARK ST. |
| 2 |  | Deborah Males | 536 S. Park St. |
| 3 |  | DIANE Costello | 530 S. Park |
| 4 |  | Donald B. Behring | 527 S. PARK |
| 5 |  | Kathleen L. Behringer | 524 S Park St. |
| 6 |  | KATHLEEN HAYS | 512 SOUTH PARK ST. |
| 7 |  | Frank Hays | 512 S. Park St. |
| 8 |  | Patrick Hays | 512 S. Park St. |
| 9 |  | Edward Cieniana | 506 S. Park St |
| 10 |  | Margaret Cieniana | 506 S Park St. |
| 11 |  | Lisa Davis | 500 S. Park St. |
| 12 |  | Glen Davis | 500 S. Park St. |
| 13 |  | Sonya Cahill | 446 S. Park St. |
| 14 |  | William Cahill | 446 S. Park St. |
| 15 |  | ALAN J USCIK | 241 W. 57th St. |
| 16 |  | ANN J USCIK | 241 W. 57TH. ST. |
| 17 |  | Jessica Gale | 434 S. Park St. |
| 18 |  | ERIC RUKAVINA | 434 S. PARK ST. |
| 19 |  | JAMES WRIGHT | 428 S. PARK ST. |
| 20 |  | Jenni Wright | 428 S. Park St |

Village of Westmont Honorary Designation Application

Petition to be signed by residents/homeowners of PARK ST street approving the request to designate this street as honorary JAMES FARLEY. 75% of neighborhood is required for the application.

Please provide your:

Signature

Print Name

Street Address

| | Signature | Print Name | Street Address |
|----|-----------------------|----------------|----------------|
| 1 | <i>Kristin M Fruy</i> | Kristin Fruy | 453 S. Park |
| 2 | <i>Joyce Tangorra</i> | JOYCE TANGORRA | 518 S. PARK |
| 3 | <i>Wei M U</i> | Wei M U | 411.2 Park |
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APPLICATION REQUIREMENTS

All application submittals shall be in accordance with the established procedure and criteria.

Criteria. Basic review criteria have been established for honorary designation application request review. Additional criteria may be established, which require further documentation in support of an honorary designation request.

1. Only individual, non-profit organization or significant event honorary application requests are eligible for consideration.
2. At least 75% of the number of owners of real property (as shown on the township assessor's records) adjoining the village street for honorary designation shall have signed a petition to be submitted with the application.
3. Honorees shall have resided/located in the village at least 10 years during lifetime, during which time the individual/organization shall have preferably resided/located on or adjacent to the village street specified.
4. Honorees shall be directly related to the village street at the location specified.
5. Only one honorary designation shall be granted per nominee.
6. Honorary designation is confined to the right-of-way within the vicinity of the home, organization, or location associated with individual/organization or significant event.
7. No honorary name shall be used that will duplicate or be confused with the name of an existing village street.

Procedure. Request for honorary designation of a village street for individuals, non-profit organizations, or significant events shall be submitted in writing to the village manager or designee. Only those requests found to be in compliance with this policy may be referred for village board approval/denial as follows:

1. Applications to be fully completed and submitted to village manager or designee.
2. Application reviewed for compliance with policy.
3. Applications to be fully investigated as to validity.
4. Notification to be given to nominating party of application review status.
5. Village staff recommendation to be reviewed by the village manager for approval prior to submittal for village board consideration.
6. Village board to consider the recommendation and to take action through approval resolution or denial of request.
7. Creation and posting of approved honorary signage shall be in accordance with the Westmont Code of Ordinances, the Manual of Uniform Traffic Control Devices/MUTCD, and any additional conditions determined by the village board.
8. The Village board may impose a time limitation for the display of honorary street designation.

STATEMENT

This policy has been established to provide criteria and a procedure for approving honorary designations for village owned or controlled streets, either honoring individuals, not-profit organizations, or significant events.

TERMS

Honorary Designation: The re-naming or co-naming of a village street to honor the service, commitment, or other type of participation by an individual or non-profit organization or to recognize a significant event.

Honoree: Name of individual, non-profit organization, or nationally significant event for which an application specifies for honorary designation.

Individual: An honoree who has made a substantial contribution to the village, either through civic involvement, as part of a historic event relevant to the specific village street, or to the geographical location of specific village street.

Non-profit Organization: An Illinois nonprofit organization, entity, family, group, or civic or charitable organization that has made a substantial contribution to the village, either through civic involvement, as part of a historic event relevant to the specific village street, or to the geographical location of specific village street.

Significant Event: An event that is nationally or regionally recognized or is special or unique to the village.

GENERAL PROVISIONS

The Westmont Village Board may consider honorary designation requests to designate an honorary name for an existing or portion of a village street according to this policy. The policy shall be administered by the village manager or designee and the village manager is authorized to promulgate any additional rules and regulations for implementation of this policy.

SPECIAL PROVISIONS

Any Village of Westmont honorary designations shall be exempt from the requirements of this policy.

ILLINOIS DEPARTMENT OF REVENUE
CONTRACTUAL AGREEMENT

Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Federal Employers Identification No: 36-6006151 hereinafter referred to as Contractor or Contractor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. NATURE AND CONDITIONS OF ASSIGNMENT

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

A. The number of tobacco retailers affected by this Agreement is determined to be 32.

B. A Contractor not participating in the FY 2016 Tobacco Enforcement Program (July 1, 2015 - June 30, 2016) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2016. A Contractor participating in the FY 2016 Tobacco Enforcement Program will be given the opportunity to participate if it desires.

C. The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in person or in writing. A Contractor not participating in the FY 2016 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.

D. the Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2016 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).

E. the Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2016; the second round of compliance checks is due February 28, 2017 and the third round of compliance checks is due May 31, 2017. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.

i) Contractors not participating in the program from the time period between July 1, 2015 and June 30, 2016 are required to issue written warnings for first round violations.

ii) Contractors participating in the program from the time period between July 1, 2015 and June 30, 2016 may elect to issue warnings or citations for first round violations.

iii) After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.

iv) The Contractor will recruit youth workers that are 16 or 17 years of age as the underage minor when conducting the required compliance checks.

v) Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.

F. Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks every three years. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.

G. As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 28, 2016.

H. The Contractor is required to show proof of insurance meeting the requirements in section "12. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

I. Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.

i) Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Meagan Sharkey of the Commission.

ii) Contractors receiving grants in excess of \$25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.

iii) Any funds not expended by June 30, 2017 must be returned to the Commission within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$3520. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area:
State of Illinois.

5. DURATION OF AGREEMENT

This agreement shall begin on August 1, 2016, and remain in effect until June 30, 2017. No payment shall be made for services rendered prior to the effective date of this agreement.

6. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. TAX LAW COMPLIANCE

The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

8. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2017), will not be honored by the Department.

9. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

1. **CONFIDENTIALITY OF TAX RETURN INFORMATION.** Services provided to the Department by Contractor may require Contractor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Contractor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Contractor agrees to protect such information from unauthorized disclosure by it and its employees and by

its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Contractor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Contractor may require Contractor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Contractor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Contractor further agrees to protect such information from unauthorized disclosure by Contractor and its employees and by Contractor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law. Contractor shall provide proof of insurance prior to the first payment by the Department to the Contractor.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. LEGAL ABILITY TO CONTRACT: Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b. Contractor is not in default on an educational loan (5 ILCS 385/3).
- c. Contractor (if an individual, sole proprietor, or partner) has informed the Director of the Department in writing if he/she was formerly employed by the Department and has received an early retirement incentive prior to 1993

under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

- d. Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- e. Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- f. If Contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- g. If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- h. Contractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Contractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- i. Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- j. Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Contractor, the Contractor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- k. Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any

money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

- l. Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception (30 ILCS 565).
- o. Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Contractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- p. Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q. Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- r. Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- s. Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- t. Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- u. Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- v. Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- w. Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local

governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- y. Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor's obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- z. Contractor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Contractor certifies, in accordance with Public Act 95-971, as applicable:

Contractor is not required to register as a business entity with the State Board of Elections.

or

Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the Contractor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

15. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of CONTRACTOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

This [grant/contract] is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this [grant/contract], in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department [or sufficient Federal funds have not been made available to the Department by the Federal funding source], (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated funds [or Federal funds] may not be available for payment. The Department shall provide notice, in writing, to [Provider] of any such funding failure and its election to terminate or suspend this [grant/contract] as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon [Provider's] receipt of notice.

17. SOLICITATION AND EMPLOYMENT

CONTRACTOR shall not employ any person employed by the Department at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the CONTRACTOR shall give notice immediately to the Department's director if CONTRACTOR solicits or intends to solicit for employment any of the Department's employees during the term of this CONTRACT. The Department has no authority to contractually refuse to hire CONTRACTOR'S employees who apply to the State for employment.

18. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum

of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

20. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the Department, without limitation upon any other relief available to the Department.

21. RIGHT TO AUDIT

The Contractor is required to permit the grantor Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information in the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

INTERGOVERNMENTAL AGREEMENT FOR FIRE AND AMBULANCE PROTECTION
BETWEEN THE VILLAGE OF WESTMONT AND
SOUTH WESTMONT FIRE PROTECTION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), made this _____ day of June, 2016, between the Village of Westmont, an Illinois municipal corporation (the “Village@), and the South Westmont Fire Protection District, an Illinois municipal corporation (the “District@),

WITNESSETH:

WHEREAS, the Village is ready, willing and able to render fire and ambulance protection services outside of its corporate limits to all properties within the District’s boundaries upon the terms and conditions set forth herein; and

WHEREAS, the District constitutes a territory beyond the Village limits, which desires to have the fire and ambulance protection of the Village’s Fire Department (“the Department@), and is willing to pay the Village for such services as hereinafter provided; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for the intergovernmental cooperation contemplated by this Agreement; and

WHEREAS, the Parties mutually agree that the provision of fire and ambulance services as set forth in this Agreement will promote and protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Services to be Provided by the Village:

(A) Commencing on the start date of June 1, 2016, and ending May 31, 2021, the Village hereby agrees to furnish all property within the boundaries of the District with the full fire protection, emergency rescue and ambulance services of the Department, to the extent of its ability to do so, including Automatic Aid as provided in Paragraph 8. Any fee charged for ambulance service to the District shall be the same fee as charged for ambulance service within the Village limits.

(B) The Department will provide quarterly reports to the District concerning call activity, response time and other data regarding performance of the Department within the boundaries of the District.

2. Payment of Fees for Services in District:

The District agrees that users and the responsible parties who receive ambulance, fire protection or other related services in the District pursuant to this Agreement may be liable to pay the Village for certain fees or costs, as follows:

(A) Ambulance user fees in accordance with the charges for such services within the Village limits in accordance with Section 42-215 of the Village Code;

(B) A charge for false alarms from any approved alarm automatic protection device or signaling device, as provided in Section 14-189 of the Village Code, which amends the 1990 edition of the BOCA Basic/National Fire Prevention Code, 1990 edition, Section 500.2.1.1(f).

(C) Reimbursement by any person responsible for a hazardous materials incident for any costs incurred by the Village as a result of required cleanup or abatement of such an incident, as provided in Article VI of Chapter 42 of the Village Code, and in particular in Section 42-237 thereof.

The Department will administer the billing procedures for any services rendered which involve such user fees, penalty charges or reimbursement of costs.

3. Fee for Services Rendered:

(A) In consideration of the foregoing fire protection services to be rendered by the Village, the District agrees to pay to the Village the sums as set forth below:

| <u>Amount Due</u> | <u>Date Due</u> |
|-------------------|-----------------|
| \$5,000.00 | June 15, 2016 |
| \$7,500.00 | June 15, 2017 |
| \$10,000.00 | June 15, 2018 |
| \$12,500.00 | June 15, 2019 |
| \$15,000.00 | June 15, 2020 |

(B) Each fiscal year during the term of this Agreement, the District shall increase its tax levy to the maximum allowed under the Illinois Property Tax Extension Limitation Law, said increase being the lesser of five (5%) percent or the increase in the Consumer Price Index for the year preceding the levy year.

(C) During each fiscal year during the term of this Agreement, the District shall consider approving requests from the Department to provide funding for equipment, training, supplies or other goods and services related to the Department's obligations under this Agreement. The approval of such requests and the amount thereof shall be determined in the sole discretion of the District, based on its determination that such approval will not impair its functions and obligations in light of its current financial condition. The Village shall follow all Village of Westmont procurement policies and practices when purchasing any such equipment, supplies or other goods or services related to the Department's obligations under this Agreement.

(D) If, by virtue of annexations or other loss of assessed valuation, the District's tax revenues fall below a sum necessary to meet the payment provision of this section, the District may give written notice to the Village concerning its inability to meet such payments, and the provisions of this section governing remuneration owed to the Village shall be immediately reopened for negotiation to attempt to establish a level of compensation satisfactory to both parties in light of the changed circumstances. It is understood and agreed that the payments to be made by the District to the Village are contingent upon regular tax collections.

(E) Should the District default in its payments to the Village hereunder, the Village may, upon sixty (60) days written notice to the District, terminate this Agreement and cease to provide fire protection and ambulance service hereunder.

4. Insurance Requirements:

The Village agrees to maintain, throughout the term of this Agreement, insurance coverage through the insurers and in the amounts set forth below:

| | |
|-------------------|---|
| General Liability | \$1,000,000 combined single limit per occurrence for bodily injury \$2,000,000 general aggregate. |
|-------------------|---|

| | |
|----------------------|---|
| Automobile Liability | \$1,000,000 combined single limit per accident for bodily injury and property damage. |
|----------------------|---|

Insured through the Intergovernmental Risk Management Agency.

The District shall be named as an additional insured on the above referenced coverage.

The Village shall provide the District a certificate of insurance during each year of the term of this Agreement.

5. Personnel and Equipment:

All personnel and equipment necessary for the Village to perform its obligations hereunder shall be provided by the Village.

6. Fire Alarms and Dispatching:

The Department will assume fire alarm receipt and dispatching responsibility. As described in Section 3(B) of this Agreement, fire alarms connected to other monitoring stations may be connected to the Department's system at the same rates as are available to Village customers. The Department will be responsible for all other dispatching and communication.

7. Public Education and Fire Safety Programs:

The Department will provide to the residents of the District the same public education and fire safety programs which are available to Village residents, including, without limitation, home fire safety surveys, home blood pressure checks, CPR training, the juvenile fire setter program, and the use of the Department's Community Room.

8. Automatic Aid:

The Department will make every possible effort to secure "Automatic Aid" for the District from other Fire Departments and Fire Districts. Mutual aid will be provided through existing agreements with MABAs divisions.

9. Notices:

All notices necessary or required hereunder shall be made in writing, and directed by certified United States mail, return receipt requested, to the parties as follows:

To the Department:
David Weiss, Fire Chief (or the

To the District:
Kenneth Kunesh, Secretary (or the

then acting Fire Chief of the Department)
6015 South Cass
Westmont, IL 60559

then acting Secretary of the District)
6518 South Richmond Street
Willowbrook, IL 60527

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed and sealed on its behalf by its Mayor, with the attestation of the Village Clerk, pursuant to a Resolution of the Village Board of Trustees, and the District has caused this Agreement to be executed and sealed on its behalf by the President and Treasurer of its Board of Trustees, with the attestation of its Secretary, pursuant to a Resolution of its Board of Trustees.

VILLAGE OF WESTMONT, an Illinois
municipal corporation
by:

Mayor

ATTEST:

Village Clerk

SOUTH WESTMONT FIRE
PROTECTION DISTRICT, an Illinois
municipal corporation
by:

President, Board of Trustees

Treasurer, Board of Trustees

ATTEST:

Secretary

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2016 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Westmont Fire Department**, ("Fire Department"). The Company and Fire Department are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services; and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Fire Department hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is a organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Fire Department shall be responsible for initially insuring, and continuing to review, local and state laws in the Fire Department's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Fire Department.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Fire Department prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department's interest in any sums owed to Fire Department; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

- (d) Fire Department's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to fire Department.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Fire Department harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Fire Department nor shall it apply to any act, omission or negligence of the Fire Department.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule

(whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Fire Department to:

Westmont Fire Department
6015 South Cass Avenue
Westmont, IL 60559
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii)

may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By:

Name: M. Craig Nagler

Title: Manager

FIRE DEPARTMENT:

Westmont Fire Department

By: _____

Name: _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (user fees) are listed as EXHIBIT A, but the State of Illinois may change these rates over time. Fire Department will provide notice to Fire Recovery USA of changes in billing rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.
5. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the total monies collected on the Fire Department's claims.
6. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

EXHIBIT A

BASED ON PER HOUR

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

Lease-Purchase Agreement
Between
VILLAGE OF WESTMONT AND PNC EQUIPMENT FINANCE, LLC

DOCUMENT INDEX

- Lease-Purchase Agreement – Sign and provide title on the last page
- Schedule A-1 To Lease- Purchase Agreement – Sign and title
- Payment Schedule –Sign and title
- Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- End-of-Lease Term Options Rider – Sign and title.
- Delivery & Acceptance Certificate for the Additional Equipment – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- Title - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. In addition, we will need a copy of the front and back of the MSO listing PNC Equipment Finance, 995 Dalton Ave, Cincinnati, OH 45203 as first lien holder.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Three Party Agreement – Sign and title.
- Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- IRS FORM 8038-G – Sign, date, and title
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Sales Tax Exemption Certificate – In File.
- Sales Contract or Purchase Order – please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.***

LEASE-PURCHASE AGREEMENT 197242000
("Turn-In" Lease for Pierce Equipment)
Dated as of April 25, 2016

Lessee Name: Village of Westmont

Lessee Street Address: 31 West Quincy Street, Westmont, IL 60559

1. **EQUIPMENT LEASE.** Subject to the terms of this Lease, Lessee leases the Equipment from PNC Equipment Finance, LLC ("Lessor"). This Lease's term ("Lease Term") begins on the date Lessor designates below (the "Acceptance Date") and, unless terminated early as expressly provided herein, continues until Lessee fully pays and performs all of its obligations hereunder.
2. **CERTAIN DEFINITIONS.** All terms defined herein apply equally to both the singular and plural form of such terms. (a) "Equipment" means the property described in the Schedule, together with all attachments, additions, accessions, improvements, replacements and substitutions thereto. (b) "Lien" means any security interest, lien, mortgage, encumbrance, attachment levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "Lease" means this Lease-Purchase Agreement, together with the Schedule and the exhibits, schedules and addenda attached hereto and thereto and made a part hereof. (d) "Schedule" means the Schedule A-1 executed by Lessee and Lessor that is attached to this Lease.
3. **RENT PAYMENTS.** Lessee will pay to Lessor the rent payments as set forth in the Schedule ("Rent Payments"). Part of each Rent Payment represents the payment of interest as set forth in the Schedule. Lessee's obligation to pay Rent Payments, including interest therein, accrues as of the Accrual Date stated in the Schedule. Rent Payments will be paid in U.S. dollars, without notice or demand, at Lessor's office (or such other place as Lessor designates from time to time in writing). **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5, THE OBLIGATION TO PAY RENT PAYMENTS IS ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND IS NOT SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON.** If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum legal amount.
4. **ACCEPTANCE; FUNDING CONDITIONS.** (a) **As between Lessee and Lessor, Lessee agrees that (i) Lessee has received and inspected all Equipment; (ii) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (iii) Lessee accepts all Equipment for purposes of this Lease "as-is, where-is"; and (iv) Lessee waives any right to revoke its acceptance.** (b) Lessor has no obligation to pay the Purchase Price of the Equipment as stated in the Schedule (the "Purchase Price") unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (i) Lessee has signed and delivered the Schedule; (ii) no Event of Default shall have occurred and be continuing; (iii) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings (collectively, the "Code"); (iv) no material adverse change shall have occurred in the Lessee's financial condition or any supplier of the Equipment; (v) all representations of Lessee herein remain true, accurate and complete; and (vi) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (A) evidence of required insurance coverage; (B) an opinion of Lessee's counsel; (C) reasonably detailed invoices for the Equipment; (D) Uniform Commercial Code (UCC) financing statements; (E) copies of resolutions by Lessee's governing body duly authorizing this Lease and incumbency certificates for the person(s) who have signed this Lease; (F) such documents and certificates relating to the tax-exempt interest payable hereunder (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (G) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor. Lessee authorizes Pierce Manufacturing Inc. ("Manufacturer") or its dealer to complete the manufacturer's statement of origin (MSO) and/or the certificate of title (COT) relating to the Equipment with Lessor's first sole Lien noted thereon and to deliver such MSO or COT directly to Lessor.

5. **TERMINATION FOR NON-APPROPRIATION.** (a) Lessee represents and warrants: that it has appropriated and budgeted the funds to make all Rent Payments for the remainder of the fiscal year in which the Lease Term commences and that it currently intends to make Rent Payments for the full Lease Term if funds are appropriated for the Rent Payments in each succeeding fiscal year. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can, and will lawfully be, appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other legally appropriated funds. The Lease will not be a general obligation of Lessee and shall not constitute a pledge of either Lessee's full faith and credit or of Lessee's taxing power. (b) If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event" will be deemed to have occurred. If a Non-Appropriation Event occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation Event; (ii) on the Return Date, Lessee shall return to Lessor all of the Equipment, at Lessee's sole expense, in accordance with Section 19; and (c) the Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Schedule for each month that Lessee fails to so return the Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due hereunder.

6. **NO WARRANTY BY LESSOR.** Lessor hereby assigns to Lessee any assignable manufacturer's or supplier's warranties. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. **The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS LEASE-PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from manufacturer's and suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of either is an agent of Lessor, (e) any warranty, representation, or agreement made by any manufacturer or supplier or any representative thereof shall not be binding upon Lessor, and (f) Lessor is paying the Purchase Price solely in connection with this Lease.

7. **TITLE; SECURITY INTEREST.** (a) Title to the Equipment is vested in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights hereunder including, without limitation, Sections 5, 18, and 19. (b) As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements. (c) "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable hereunder and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee hereunder.

8. **MAINTENANCE; OPERATION.** At its sole expense, Lessee will: (a) repair and maintain the Equipment in good condition and working order in accordance with manufacturer's instructions; (b) supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (c) use all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (d) comply with all laws and regulations relating to the Equipment. Lessor will not provide any maintenance or other service for any

Equipment. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of the Equipment, but any such Improvements not removed prior to this Lease's termination shall automatically become part of the Equipment.

9. **LOCATION; INSPECTION.** The Equipment will not be removed from, or if the Equipment is rolling stock, its permanent base will not be changed from, the location specified in the Schedule (the "Location") without Lessor's prior written consent which will not be unreasonably withheld. The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real estate or any building. Upon reasonable notice, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

10. **LIENS; SUBLEASES; TAXES.** (a) Lessee will keep all Equipment free and clear of all Liens except those Liens created hereunder. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. (b) Lessee will pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon the Lease or upon any Rent Payments or any other payments due under the Lease. If Lessee fails to pay such Taxes when due, Lessor has the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, Lessee will, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (ii) interest, penalties or fines on any of the foregoing.

11. **RISK OF LOSS.** (a) Lessee bears the entire risk of loss, theft, damage or destruction of the Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 11. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor, and Lessee shall, unless otherwise directed by Lessor, immediately repair the same. (b) If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), Lessee shall either (i) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment hereunder, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (ii) on the earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (A) all amounts owed by Lessee hereunder, including the Rent Payments due on or accrued through such date plus (B) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Schedule. If Lessee is making such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Schedule. (c) To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from Lessor's gross negligence or willful misconduct.

12. **INSURANCE.** (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses in an amount not less than the Equipment's Termination Value. Proceeds of insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Sale Price as set forth on the Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee. All insurers will be reasonably satisfactory to Lessor. Lessee will promptly deliver to Lessor

satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any such cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

13. **PURCHASE OPTION.** Upon 60 days prior written notice by Lessee to Lessor and if no Event of Default then exists, Lessee may purchase the Equipment on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Schedule for such date. Upon satisfaction by Lessee of the foregoing purchase conditions, Lessor shall release its Lien on the Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

14. **REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations hereunder will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation hereunder constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

15. **TAX COVENANTS.** Lessee covenants that it: (a) shall comply with all of the requirements of Sections 149(a) and 149(e) of the Code, as they may be amended from time to time, including, but not limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or the Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for federal income taxation purposes under the Code. (d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

16. **ASSIGNMENT.** (a) Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, this Lease or any Equipment or any interest in this Lease or Equipment. (b) Lessor may assign its rights, title and interest in and to this Lease or any Equipment, and/or may grant or assign a security interest in this Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien

holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE WILL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless Lessee agrees otherwise in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under this Lease. An assignment or reassignment of any of Lessor's rights, title or interest in the Lease or its Equipment will be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. For purposes of Section 149 of the Code, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete record of any and all assignments of this Lease. Lessee agrees to acknowledge in writing any such assignments if so requested. (c) Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **EVENTS OF DEFAULT.** "Event of Default" means the occurrence of any one or more of the following: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due hereunder, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform any of its obligations under Sections 10(a), 12, or 16(a); (c) Lessee fails to perform or observe any other condition or agreement to be performed or observed by it hereunder and such failure is not cured within 30 days after receipt of Lessor's written notice thereof; (d) any statement, representation or warranty made by Lessee herein or in any writing delivered by Lessee in connection therewith proves at any time to have been false or misleading in any material respect as of the time when made; (e) Lessee applies for, or consents to, the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within 60 days thereafter; or (f) Lessee shall be in default under any other lease or under any other financing agreement executed at any time with Lessor.

18 **REMEDIES.** (a) If any Event of Default occurs, Lessor may, at its option, do one or more of the following: (i) require Lessee to pay all amounts then currently due hereunder and all remaining Rent Payments to become due hereunder, together with interest on such amounts at the rate of 12% per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment; (ii) require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 19, (iii) enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession; (iv) sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, Lessor will retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value plus the amounts payable by Lessee under this Section's clauses (a)(i) and (a)(vii), then such excess amount shall be remitted by Lessor to Lessee; (v) terminate, cancel or rescind this Lease as to any and all Equipment; (vi) exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under the Lease; and/or (vii) require Lessee to pay all of Lessor's out-of-pocket costs and expenses incurred as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment. (b) None of the above remedies is exclusive, but each is cumulative and in addition to any other available remedy. Exercise of one or more remedies will not preclude its exercise of any other remedy. No delay or failure in exercising any remedy hereunder shall operate as a waiver thereof nor as an acquiescence in any default. No single or partial exercise of any remedy precludes any other exercise thereof or the exercise of any other remedy.

19. **EQUIPMENT RETURN.** If Lessor is entitled to obtain possession of any Equipment under the provisions of this Lease or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. The Equipment shall be in the same condition as when Lessee received it (except reasonable wear, tear and depreciation resulting from normal and proper use); shall be in good operating order and maintenance as required hereunder; shall be free and clear of any Liens (except Lessor's Lien); and shall comply with all applicable laws and regulations. Until the Equipment is returned as required above, this Lease shall remain in full force including, without limitation, the obligations to pay Rent Payments and to insure the Equipment. Lessee will execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the

transfer of the Equipment's legal and beneficial title to Lessor and to evidence the termination of Lessee's interest in the Equipment.

20. LAW GOVERNING. Each lease shall be governed by the laws of the state of the lessee (The "State").

21. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. As soon as they are available after their completion in each fiscal year of Lessee during the Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Lease-Purchase Agreement or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to (i) prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and (ii) make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

22. MISCELLANEOUS. (a) All section headings in the Lease are for reference only and do not define or limit the scope of any provision hereof. (b) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of this Lease will be marked "Lessor's Original". All other counterparts will be deemed duplicates. An assignment of, or security interest in, this Lease may be created through transfer and possession only of the counterpart marked "Lessor's Original". (c) This Lease constitutes the entire agreement between the parties with respect to the lease of the Equipment. This Lease shall not be modified or amended except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. (d) All notices to be given hereunder shall be in writing and either personally delivered or mailed by regular or certified mail or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received 5 days after mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

23. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and

subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

24. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

25. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

26. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

OPTIONS AT END OF LEASE TERM. At the end of the Lease Term, Lessee shall have the options set forth in the End-Of-Lease Term Options Rider that is attached to and made a part of the Lease if and only if said End-Of-Lease Term Options Rider has been executed by Lessee, Lessor and Manufacturer or Manufacturer's designee.

Village of Westmont
("Lessee")

By: _____

Title: _____

31 West Quincy Street
Westmont, IL 60559

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

155 East Broad Street, B4-B230-05-7
Columbus, OH 45215

SCHEDULE A-1 TO LEASE-PURCHASE AGREEMENT

This Schedule A-1, (the "Schedule") is attached and made a part of the Lease-Purchase Agreement No. 197242000, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Lease. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

3. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE-PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

4. EQUIPMENT LOCATION & DESCRIPTION.

6015 South Cass Ave

Westmont, IL 60559

Du Page County

2016 Pierce 105' Ladder

VIN #

5. LEASE PAYMENT SCHEDULE.

| | |
|--|-----------------------|
| (a) Accrual Date: | <u>April 25, 2016</u> |
| (b) Amount Financed: | |
| i. Equipment Purchase Price | <u>\$1,106,824.00</u> |
| ii. Purchase Price Deductions | <u>\$0.00</u> |
| Prepay Discounts | <u>\$ 44,000.00</u> |
| Trade In | <u>\$0.00</u> |
| iii. Total Amount Financed (Cash Sale Price minus Purchase Price Deductions) | <u>\$1,062,824.00</u> |

(c) Payment Schedule:

Accrual Date: April 25, 2016

| Rent Payment Number | Rent Payment Date | Rent Payment Amount | Interest Portion | Principal Portion | Termination Value |
|---------------------|-------------------|---------------------|------------------|-------------------|-------------------|
| 1 | 4/25/2017 | 126,905.26 | 31,889.61 | 95,015.65 | 996,842.60 |
| 2 | 4/25/2018 | 126,905.26 | 29,038.71 | 97,866.55 | 896,040.05 |
| 3 | 4/25/2019 | 126,905.26 | 26,102.26 | 100,803.00 | 792,212.96 |
| 4 | 4/25/2020 | 126,905.26 | 23,077.71 | 103,827.55 | 685,270.59 |
| 5 | 4/25/2021 | 126,905.26 | 19,962.40 | 106,942.86 | 575,119.44 |
| 6 | 4/25/2022 | 126,905.26 | 16,753.62 | 110,151.64 | 461,663.25 |
| 7 | 4/25/2023 | 126,905.26 | 13,448.57 | 113,456.69 | 344,802.86 |
| 8 | 5/25/2023 | 335,585.62 | 825.56 | 334,760.06 | 1.00 |

Village of Westmont
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: Village of Westmont

Lessor: PNC Equipment Finance, LLC

Re: Lease-purchase Agreement No. 197242000 dated April 25, 2016, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Illinois (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

April 25, 2016, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

- 1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

- \$1,000,000.00 per person
- \$2,000,000.00 aggregate bodily injury liability
- \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 995 Dalton Ave, Cincinnati, OH 45203; prior to the time that the property is delivered to Lessee.

OR

- 2. Pursuant to the Lease-Purchase Agreement, Lessee represents and warrants, in addition to other matters under the Lease-Purchase Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: Village of Westmont

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns
995 Dalton Ave.
Cincinnati OH 45203

Please send a FAX copy of certificate to Cheryl at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC
995 Dalton Ave.
Cincinnati OH 45203

Please call Cheryl at 1-800-820-9041, ext. 4, if you have any questions.

END-OF-LEASE TERM OPTIONS RIDER (Including "Turn In" Option)

Lease-Purchase Agreement Number 197242000 Dated April 25, 2016

Lessee: Village of Westmont

Balloon Rent Payment: \$335,585.62 (Payable at the End of the Lease Term)

Reference is made to the above Lease-Purchase Agreement together with its Schedule A-1 and all related agreements ("Lease") between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. Lessee and Lessor agree that this Rider is attached to and made a part of the Lease.

1. THREE OPTIONS AT THE END OF THE LEASE TERM. At the end of the Lease Term, Lessee shall have the following three options (**provided, that if Lessee fails to furnish the advance written notice as required in paragraphs 3 or 4 below, then Lessee shall automatically be obligated to pay in full the amounts set forth in paragraph 2 below**): (i) Lessee may pay the Balloon Rent Payment and all other amounts set forth in paragraph 2 below; or (ii) subject to the requirements of paragraph 3 below, Lessee may turn in the Equipment to Pierce Manufacturing Inc. ("Pierce") and Lessee shall agree to acquire a new fire truck supplied by Pierce or Pierce's designated dealer; or (iii) subject to the requirements of paragraph 4 below, Lessee may re-finance the Balloon Rent Payment.

2. BALLOON RENT PAYMENT. Unless Lessee has made an effective and timely election under paragraphs 3 or 4 below, at the end of the Lease Term, Lessee shall pay Lessor the Balloon Rent Payment together with all other unpaid Rent Payments and all other amounts then due and payable by Lessee under the Lease and thereafter the Lease shall terminate in accordance with Section 13 of the Lease. "Balloon Rent Payment" means the amount set forth above as the Balloon Rent Payment. Lessee expressly agrees that if it fails to furnish the advance written notice as required in paragraphs 3 or 4 below, then Lessee shall automatically be obligated to pay to Lessor in full the amounts set forth in this paragraph 2.

3. "TURN-IN" OPTION WITH RETURN & MAINTENANCE REQUIREMENTS. If and only if Lessee sends written notice to Lessor and Pierce that Lessee elects to exercise Lessee's rights under this paragraph 3 **at least 18 months (but no more than 24 months)** before the end of the Lease Term, then Lessee agrees for the benefit of both Lessor and Pierce that: (a) Lessee shall return the Equipment to Pierce in accordance with subparagraphs 3.1 and 3.2 below; (b) Lessee shall enter into a binding contract with Pierce (or Pierce's designated dealer) to acquire a Replacement Fire Truck in accordance with subparagraph 3.4 below; and (c) Lessee shall pay in full all amounts set forth in subparagraphs 3.1, 3.2 and 3.3 below. If and only if (i) Lessee complies in full with all of the requirements of this paragraph 3, then Lessee shall not be obligated to pay Lessor the Balloon Rent Payment at the end of the Lease Term. Lessee acknowledges that Pierce is the intended third party beneficiary of the terms and conditions of this paragraph 3, and Lessee agrees that Pierce, directly in its own name and for its own benefit, may demand performance of and enforce any or all of Lessee's obligations as set forth in this paragraph 3

3.1 If Lessee has made an effective and timely election under the above terms of this paragraph 3, then at the end of the Lease Term, Lessee shall return the Equipment to Pierce at a location selected by Pierce and Lessee agrees for the benefit of both Lessor and Pierce that the Equipment shall comply with the following return and maintenance conditions on such date, all as determined by Pierce in its sole discretion: (1) during the Lease Term, Lessee shall have properly maintained the Equipment, including, without limitation, all oil supplies, lubrication, brake and hydraulic fluids, refrigeration fluids, filters and pollution control devices of the Equipment; (2) all paint shall be in normal condition without excessive scratches, dents and chips, all graphics must be professionally removed so that the exterior is in "trade-in" condition, and any paint or body repair exceeding \$500.00 shall be completed at Lessee's expense; (3) all electrical components shall be fully operational and shall pass the Pierce QSD113 electrical test (or its reasonable equivalent as determined by Pierce); (4) all pumps must pass NFPA standard 1911 third-party certification (or its reasonable equivalent as

determined by Pierce); (5) engines shall perform according to original equipment manufacturer (OEM) specifications without excessive fluid leaks or blow by (as specified in the owner's manual or its equivalent); (6) the transmissions shall shift properly at rated loads and speeds and the mechanical drivelines, differentials and final drives shall be in good condition without leaks or excessive vibration; (7) air conditioning units shall be fully functional and cooling to their rated capacity; (8) all environmental equipment shall be fully functional; (9) the engine and exhaust systems shall conform to all federal and state emissions standards; (10) replacement parts installed on the Equipment shall have been supplied by approved OEM suppliers; (11) all brakes shall have at least 50% remaining useful life; (12) each tire shall have at least 50% remaining useful life, shall be of original size and rated capacity and shall not have any material damage, and any tire not satisfying said standards shall be replaced at Lessee's expense; (13) frame and structural members must be structurally sound and without breaks or cracks; (14) glass shall not be cracked or broken; (15) batteries must hold their rated charge for 72 hours; (16) any cost to repair damage to the chassis interior (including seat surfaces, headliners, door panels, dash and radio equipment mounting) exceeding \$500.00 shall be paid by Lessee; (17) aerials must pass NFPA standard 1914 third-party certification (or its reasonable equivalent as determined by Pierce); (18) any cost exceeding \$1,000.00 in total to repair physical damage to hose bed areas, cross lays, compartment interiors and tread plate surfaces shall be paid by Lessee; (19) all gauges and meters shall be fully operational; (20) Lessee shall pay all out-of-pocket costs incurred by Pierce or its agent to transport the Equipment to the location specified by Pierce and to insure the Equipment during such transportation; and (21) Lessee shall have maintained the Equipment in compliance with Section 8 of the Lease.

3.2 At the time of Lessee's return of the Equipment to Pierce, (a) Lessee shall provide a historical record of all maintenance and repairs of the Equipment and periodic lubrication analyses done during the Lease Term in order to verify Lessee's compliance with the foregoing return and maintenance conditions, and (b) Lessee shall transfer good title to the Equipment free and clear of all Liens to PNC Equipment Finance, LLC (or its designee) and deliver a Certificate of Title and such other documents as PNC Equipment Finance, LLC reasonably requests in connection with such transfer of title. Within 20 days of Lessee's return of the Equipment, Pierce and/or its authorized agents will conduct a comprehensive road test, take lubrication testing samples from the engine, transmission and differential (and such lubricant tests must show no contaminants or excessive metal particles) and conduct other tests in order to determine whether the Equipment complies with the foregoing return and maintenance requirements and Lessee shall pay all costs and expenses necessary to make the Equipment comply with the foregoing return and maintenance requirements. All sums due under this paragraph 3 shall be paid to Pierce promptly upon Pierce's written demand and if said sums are not so paid by Lessee within 10 days from the demand date, Lessee shall pay Pierce on demand as a late charge 5% of such overdue amount, limited, however, to the maximum legal amount.

3.3 If Lessee intends to exercise its rights under this paragraph 3 and if at the time of Lessee's return of the Equipment to Pierce at the end of the Lease Term the mileage recorded on the Equipment's odometer is greater than the Maximum Mileage noted below, then Lessee shall pay to Pierce an excess usage fee amount equal to the Excess Usage Fee stated below for each mile in excess of the Maximum Mileage stated below:

Maximum Mileage at the End of the Lease Term: 70,000 miles

Excess Usage Fee: \$10.63 per mile

3.4 No later than 18 months before the end of the Lease Term, Lessee shall have entered into a binding written contract with Pierce or Pierce's designated dealer (which contract remains in effect at all relevant times) to acquire a new fire truck (a "Replacement Fire Truck") from Pierce or Pierce's designated dealer; provided, that (a) the terms and conditions of said contract shall be reasonably satisfactory to Pierce or Pierce's designated dealer, and (b) the acquisition cost of the Replacement Fire Truck shall not be less than the Balloon Rent Payment; and the acquisition shall be financed by PNC Equipment Finance, LLC.

3.5 After careful consideration of the Lessor's Cost of the Equipment, of the length of the Lease Term, of the physical, technical and performance characteristics of the Equipment, of the anticipated obsolescence of and Lessee's intended use of the Equipment, and of all other relevant factors, Lessee

represents and warrants to Lessor and Pierce that Lessee has no current fixed intention to exercise its option under this paragraph 3.

3.6 If Pierce determines that the “turn-in” conditions set forth herein have not been satisfied by Lessee, then the “turn-in” option of Lessee set forth in this paragraph 3 shall be void and Lessee shall be obligated to pay to PNC Equipment Finance, LLC in full the amounts set forth in paragraph 2 above.

4. **RE-FINANCE OPTION.** If and only if Lessee sends written notice to Lessor that Lessee elects to exercise Lessee’s rights under this paragraph 4 **at least 3 months (but no more than 6 months)** before the end of the Lease Term, then Lessor agrees to re-finance the Balloon Rent Payment with Lessee so long as all of the following conditions are satisfied in full: (a) Lessor in its sole discretion approves in writing the extension of credit to Lessee in connection with said re-financing; (b) the interest rate and term of the re-financing shall be mutually acceptable to Lessor and Lessee (provided, that if for any reason Lessor and Lessee fail to agree on the interest rate and term for the re-financing, then Lessor shall have no obligation to re-finance the Balloon Rent Payment); (c) Lessee shall execute and deliver to Lessor such agreements as Lessor reasonably requires for such re-financing including, but not limited to, (i) an amendment of the Lease and its Schedule to reflect the terms of the re-financing approved by Lessor; (ii) no Event of Default under the Lease shall have occurred and be continuing; (iii) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings (collectively, the “Code”); (iv) all representations of Lessee in the Lease remain true, accurate and complete; and (v) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor (A) evidence of required insurance coverage; (B) an opinion of Lessee’s counsel; (C) copies of resolutions by Lessee’s governing body authorizing the re-financing of the Lease and incumbency certificates for the person(s) who will sign the required documents for the re-financing; (D) such documents and certificates relating to the tax-exempt interest payable in connection with the re-financing (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (E) such other documents and information as are reasonably requested by Lessor.

Village of Westmont
(Lessee Name)

PNC Equipment Finance, LLC
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

| |
|---|
| <p>Pierce Manufacturing Inc., solely for the purposes of acknowledging the Balloon Rent Payment and its status as Third-Party beneficiary under certain terms of this Agreement.</p> <p>By: _____</p> <p>Title: _____</p> |
|---|

CERTIFICATE OF INCUMBENCY

Lessee: Village of Westmont

Lease Schedule No.: 197242000

Dated: April 25, 2016

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

| | | |
|------|-------|-----------|
| | | |
| Name | Title | Signature |

| | | |
|------|-------|-----------|
| | | |
| Name | Title | Signature |

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

ORDINANCE NO. 16-047
AN ORDINANCE APPROVING A FIRE DEPARTMENT LEASE PURCHASE AGREEMENT FOR A PIERCE VELOCITY AERIAL FIRE TRUCK

WHEREAS, the Village of Westmont is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Village of Westmont Fire Department is in need of a replacement aerial fire truck for public safety purposes, and the Village is expected to budget for this replacement vehicle in its 2016-17 Fiscal Year Budget; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve a Turn-In Tax Exempt Lease Purchase Agreement with Global Emergency Products, an authorized Pierce fire truck dealer, for the lease/purchase of a Pierce Velocity 105' Aerial Fire Truck, finding this purchase to be in the public interest; and

WHEREAS, the Village of Westmont Board of Trustees represents that it does not plan on issuing more than \$10 million in tax-exempt debt this calendar year, which is a condition of financing for this lease/purchase agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1: The above-stated recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: The Turn-In Tax Exempt Lease Purchase Agreement with Global Emergency Products for the lease/purchase of a Pierce Velocity 105' Aerial Fire Truck, a copy of which is attached hereto as Exhibit "A," is hereby approved.

Section 3: The Village of Westmont Fire Chief is authorized and directed to execute this Agreement on behalf of the Village of Westmont.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 31st day of March, 2016.

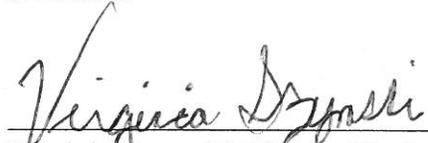
Ayes: 6 Nays: 0 Absent: 0

APPROVED:



Ronald J. Gunter, Mayor

ATTEST:



Virginia Szynski, Village Clerk



EXHIBIT "A"

**TURN-IN TAX EXAMPT LEASE PURCHASE AGREEMENT
WITH GLOBAL EMERGENCY PRODUCTS**

THREE PARTY AGREEMENT

Dated as of April 25, 2016

"Lessee" means Village of Westmont

"Lease" means Lease-Purchase Agreement No. 197242000, dated April 25, 2016, together with its Schedule A-1.

Reference is made to the Lease-Purchase Agreement ("Lease") described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in the Schedule A-1, attached therein ("Equipment") to be supplied by **Pierce Manufacturing Inc.** ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

| | |
|-----------------------|-----------------------|
| Purchase Price: | \$1,106,824.00 |
| Vendor Discounts: | \$44,000.00 |
| Advance Payment Date: | <u>April 25, 2016</u> |

3. Upon execution of the Lease and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease notwithstanding the delivery of the Equipment at a later date.

| | |
|----------------------|-----------------------|
| Lessee Down Payment: | \$0.00 |
| Trade In: | \$0.00 |
| Amount Financed: | <u>\$1,062,824.00</u> |

1. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

| | |
|----------------------------|----------------------|
| Anticipated Delivery Date: | <u>June 25, 2017</u> |
|----------------------------|----------------------|

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

| | |
|------------------------|------------------------|
| Outside Delivery Date: | <u>August 25, 2017</u> |
|------------------------|------------------------|

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date, for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the lessee and accepted by the Supplier. The "Contract Date" referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

Village of Westmont
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title: _____

Pierce Manufacturing Inc.
("Supplier")

By: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease-Purchase Agreement: 197242000

Reference is made to the above Lease-Purchase Agreement (“Lease”), which has been executed and delivered by the undersigned Lessee (“Lessee”) and PNC Equipment Finance, LLC (“Lessor”). This Certificate amends and supplements the terms and conditions of the Lease-Purchase Agreement and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease-Purchase Agreement shall have the same meaning when used herein; provided, that “Equipment” shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease or its Schedule A-1, Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease “as-is, where-is”; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. **RENT PAYMENTS.** Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease.

Village of Westmont
 (“Lessee”)

By: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

| | | |
|---|------------|--|
| Part I Reporting Authority | | If Amended Return, check here <input type="checkbox"/> |
| 1 Issuer's name | | 2 Issuer's employer identification number (EIN) |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) | | 3b Telephone number of other person shown on 3a |
| 4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite | 5 Report number (For IRS Use Only) |
| 6 City, town, or post office, state, and ZIP code | | 7 Date of issue |
| 8 Name of issue | | 9 CUSIP number |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) | | 10b Telephone number of officer or other employee shown on 10a |

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

| | | | |
|---|----|--------------------------|--|
| 11 Education | 11 | | |
| 12 Health and hospital | 12 | | |
| 13 Transportation | 13 | | |
| 14 Public safety | 14 | | |
| 15 Environment (including sewage bonds) | 15 | | |
| 16 Housing | 16 | | |
| 17 Utilities | 17 | | |
| 18 Other. Describe ► | 18 | | |
| 19 If obligations are TANs or RANs, check only box 19a | | <input type="checkbox"/> | |
| If obligations are BANs, check only box 19b | | <input type="checkbox"/> | |
| 20 If obligations are in the form of a lease or installment sale, check box | | <input type="checkbox"/> | |

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|----|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | | \$ | \$ | years | % |

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

| | | | |
|---|----|--|--|
| 22 Proceeds used for accrued interest | 22 | | |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 | | |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 | | |
| 25 Proceeds used for credit enhancement | 25 | | |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 | | |
| 27 Proceeds used to currently refund prior issues | 27 | | |
| 28 Proceeds used to advance refund prior issues | 28 | | |
| 29 Total (add lines 24 through 28) | 29 | | |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | | |

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

| | | |
|--|---|-------------|
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded | ► | _____ years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded | ► | _____ years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) | ► | _____ |
| 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) | ► | _____ |

Part VI Miscellaneous

| | | | |
|--|------------|--|--------------------------|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | | |
| b Enter the final maturity date of the GIC ▶ _____ | | | |
| c Enter the name of the GIC provider ▶ _____ | | | |
| 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | | |
| 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information: | | | |
| b Enter the date of the master pool obligation ▶ _____ | | | |
| c Enter the EIN of the issuer of the master pool obligation ▶ _____ | | | |
| d Enter the name of the issuer of the master pool obligation ▶ _____ | | | |
| 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | | | <input type="checkbox"/> |
| 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | | <input type="checkbox"/> |
| 41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information: | | | |
| b Name of hedge provider ▶ _____ | | | |
| c Type of hedge ▶ _____ | | | |
| d Term of hedge ▶ _____ | | | |
| 42 If the issuer has superintegrated the hedge, check box | | | <input type="checkbox"/> |
| 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box | | | <input type="checkbox"/> |
| 44 If the issuer has established written procedures to monitor the requirements of section 148, check box | | | <input type="checkbox"/> |
| 45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ | | | |
| b Enter the date the official intent was adopted ▶ _____ | | | |

| | | | | |
|-------------------------------|---|----------------------|------|---|
| Signature and Consent | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. | | | |
| | | | | |
| Paid Preparer Use Only | Print/Type preparer's name | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed |
| | Firm's name ▶ | | | Firm's EIN ▶ |
| | Firm's address ▶ | | | Phone no. |



POLICE DEPARTMENT
500 North Cass Avenue, Westmont, Illinois 60559-1503

Main: 630-981-6300 Records: 630-981-6303
Investigations: 630-981-6302 Administration: 630-981-6363
westmont.il.gov | police@westmont.il.gov



Date: February 1, 2016
To: Thomas Mulhearn, Chief of Police
From: Deputy Chief Ross R. Brenza #126
Subject: Surplus Property List

The following property has outlived its useful life and is outdated, non-functioning or is otherwise not economically maintainable. It is recommended that this property be declared surplus at which time it could be sold at auction, donated, or junked.

- 1 Unusable black gun stock (\$0.00)
- 1 Unusable gun stock extender (\$0.00)
- 5 Heckler and Koch (.40 S&W 10MM Auto) magazines (\$2.00)
- 4 Heckler and Koch (.9MM by 19) magazines (\$2.00)
- 1 Box containing miscellaneous unusable gun parts (\$0.00)

- 1 Broken Dewalt Drill (SN:7134) (\$0.00)
- 1 Broken Dewalt 14.4 volt battery pack and charger (\$0.00)

- 1 Tactical Armour F6 SWAT helmet (Expired) (\$0.00)
- 1 Orlite SWAT helmet (Retired SWAT equipment) (\$10.00)
- 2 Unknown SWAT helmets (Retired SWAT equipment) (\$5.00)
- 1 Box containing 5 piece SWAT personal protection equipment (Retired SWAT equipment) (\$0.00)
- 1 Box containing 8 miscellaneous nylon straps (\$2.00)
- 1 Box containing 5 load bearing vest pieces and miscellaneous SWAT pouches (\$1.00)

- 8 Blackhawk 3-point universal swift slings (\$1.00)
- 7 Blackhawk slings (\$1.00)

- 3 FIAT SWAT heavy duty ballistic vests (\$5.00)
- 6 FIAT SWAT L/S black uniform shirts (\$5.00)
- 3 FIAT SWAT black jackets (\$5.00)
- 1 Set FIAT SWAT black BDU's (\$5.00)



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- 1 Army green inner jacket (\$5.00)
- 3 Sets of white, black, and brown camo tops/bottoms (\$5.00)
- 3 Inner/outer duty belts (\$2.00)
- 5 Army green nylon pouches (\$1.00)
- 5 Basketweave gun holsters (\$1.00)
- 1 Basketweave Glock 9MM mag pouch (\$2.00)
- 1 Basketweave handcuff pouch (\$2.00)
- 1 Leather radio holder (\$2.00)
- 1 Galls Street Pro police duty bag (\$5.00)
- 2 Black leather police jackets (\$10.00)
- 11 Black nylon mag pouches (\$1.00)
- 3 Black nylon shotgun shell holders (6 round) (\$1.00)
- 1 Nylon duty belt (\$2.00)
- 1 Nylon pepper spray holder (\$1.00)
- 2 Green waterproof blankets (\$1.00)

- 5 Stingray 2 Brass Eagle paintball guns (\$2.00)
- 6 12 ounce CO2 high pressure cylinders (\$1.00)
- 10 Plastic paintball ammo holders (\$1.00)
- 1 Box containing miscellaneous paintball supplies (\$1.00)

- 2 Model 10 by 12 ballistic plates (\$1.00)
- 3 K-30 Second Chance ballistic hard plates (\$5.00)
- 2 PACA soft ballistic plates (\$1.00)

- 24 Individual ballistic panels only - Hope to donate to other law enforcement agency
- 23 Complete vests - Hope to donate to other law enforcement agency
- 12 Vest carriers only - Hope to donate to other law enforcement agency

- 1 6' Iron shooting target (\$5.00)