

COMMITTEE OF THE WHOLE MEETING

No. 2014-10-1

TUESDAY, OCTOBER 7, 2014

6:30 P.M.

CALL TO ORDER

ROLL CALL

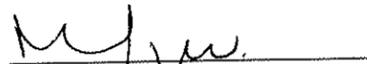
ADMINISTRATION

1. Presentation by Rebecca Palumbo – Residential Attraction Direct Mail Campaign
2. Resolution approving: (1) a Contract for the Village's purchase of the Real Estate known as PIN: 32-09-102-013-0000; and (2) the funding of the Village's purchase with Tax Increment Funds (Kwikman Trucking Property)
3. Resolution approving: (1) a Contract for the purchase of the Real Estate known by PINs: 32-09-101-010-0000, 32-09-101-011-0000, 32-09-101-012-0000, 32-09-101-013-0000, 32-09-101-014-0000 and 32-09-101-015-0000 and (2) the Village's closing upon and taking title to said property; and (3) the funding of the Village's purchase with Tax Increment Funds; and (4) the transfer of the same Real Estate to Mack Industries pursuant to a Redevelopment Agreement (Mack Industries)
4. Resolution approving: (1) a Contract for the sale of certain Village Property and the closing upon such transfer and (2) a Redevelopment Agreement (KLLM)
5. Real Estate Sale Agreement with Duff Real Estate LLC (KLLM)
6. Redevelopment Agreement between Village of Glenwood and KLLM
7. Authorization to request RFP's to address flooding issue for 187th Street Road Project
8. Engineering Contract with K-Plus Engineering, LLC at a cost not to exceed \$12,000.00
9. Abatement of the \$5,000.00 option cost for 760 Holbrook Road Property
10. Ordinance authorizing the Village of Glenwood, Cook County, Illinois to enter into a Revolving Credit Agreement with MB Financial Bank and a non-revolving Credit Agreement with MB Financial Bank and related instruments
11. Resolution approving a Lease/Purchase Agreement for the acquisition of a new Fire Truck
12. Recommendation from the Economic Development Committee regarding Star Design Hair Studio and Spa, LLC
13. Recommendation from the Finance Committee
14. Purchase of 2015 Ford Sedan Police Interceptor, total cost not to exceed \$35,000.00. Funding of the purchase with Capital Reserve Funds
15. Purchase of two (2) 2015 Ford Utility Police Interceptor, total cost not to exceed \$60,000.00. Funding of the purchase with Drug Funds
16. Surplus 1997 Ford Pick up Truck (Public Works Department)
17. Upgrade of Sound System in the Board Room

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,



Donna M. Gayden
Village Administrator

Posted and distributed 10/3/14



COMMITTED TO GREAT DESIGN & INNOVATIVE ADVERTISING

PROPOSAL AND SCOPE OF WORK
Village of Glenwood
September 30, 2014

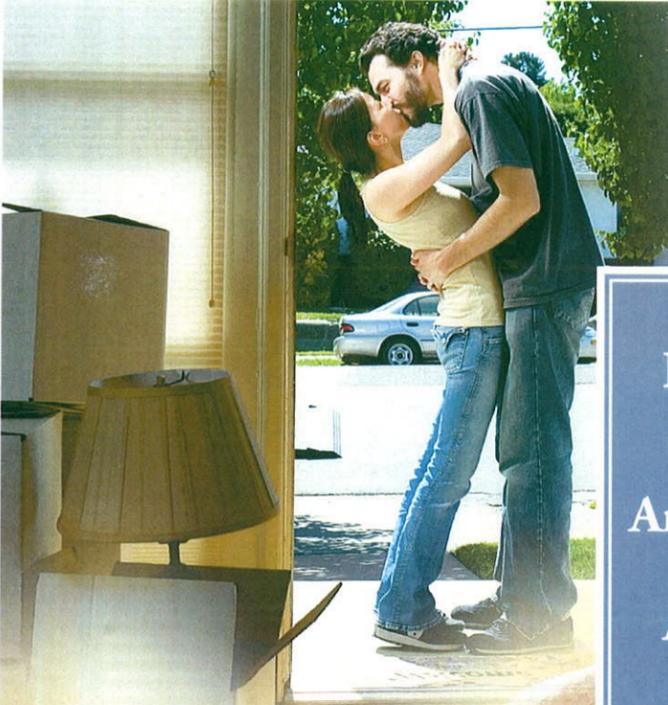
• **Residential Attraction Direct Mail Campaign**

Target market is singles, married couples and married couples with children earning \$55-100K per year as a household, maximum head of household age of 45. (Children are self-reported and dramatically reduce list) Mailing list would be pulled from current renters in a 15 mile radius of Glenwood. Minimum of three mailers, each with a different strength highlighted would be mailed in 6 week intervals.

Strategy, Creative, Copywriting, Design and Production Management, series of three	\$950.
Mailing List of 1356 contacts	196.
Printing of 4,500 6 x9 cards, 1,500 each of 3 originals	790.
Mailing Services for 1,500 cards, in three batches	310.
Postag, approx \$325 per mailing	975.

8110 Cherokee Trail
Tinley Park, IL 60477
fax 708-614-9762

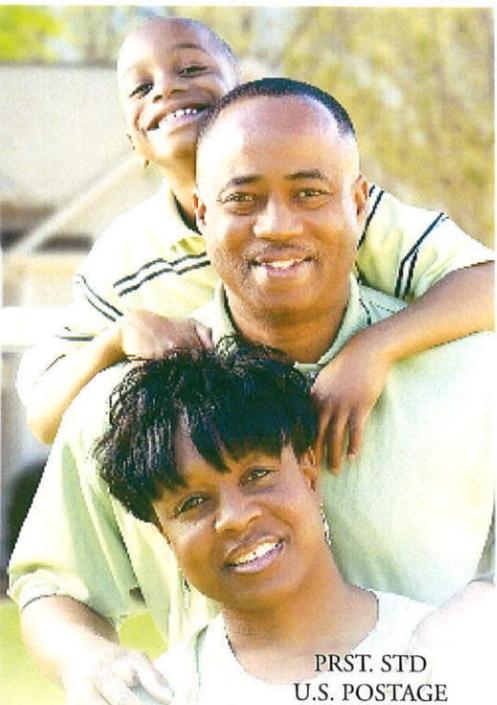
708-614-9766
rebecca@rollinspalumbo.com
www.rollinspalumbo.com



It's time to live
the affordable
American Dream.
*It's time to buy
in Glenwood.*



Village of Glenwood
One Asselborn Way
Glenwood IL 60425



PRST. STD
U.S. POSTAGE
PAID
PERMIT NO. 1
GLENWOOD, IL



The American Dream is within your grasp in Glenwood.

In Glenwood, you'll accomplish your dream. Here, you'll find starter homes, family homes and maintenance-free homes for your retirement, all at reasonable, affordable prices.

On our tree-lined streets, you'll discover that Glenwood is one of the safest and most secure Chicagoland suburbs.

Glenwood is perfectly situated for hassle-free commutes, with effortless accessibility to all points in northern Illinois and Indiana via all major expressways and interstates, and nearby

public transportation to Chicago's Loop.

Glenwood is nestled among some of the most lush and lovely protected forest preserves, so you can satisfy your need to walk, hike, bike or just commune with nature by simply walking out of your door.

Our Village fosters a sense of real community, with all-ages programs and entertainment that enrich the lives of all our residents, building caring and engaged neighbors.

You want to achieve the American Dream, affordably, in a community that you'll be happy to call home. *It's time to buy in Glenwood.*

*You're
INVITED!*
**COMMUNITY
OPEN HOUSE
EVENT**

**Saturday, November 15
& Sunday, November 16
10 am - 3 pm**

Begin at John H. Blakey Senior Center
1 South Rebecca Street, Glenwood
to meet lenders, insurance agents, realtors and more,
and then visit nearly every home now available!

**Ask how our local banks make it
*EASY TO BUY!***

For more info, full disclaimer and mortgage offer details,
call 708-753-2400 or visit www.villageofglenwood.com

Possibilities, Opportunities & Progress



It's time to live
in a safe, caring
community.

*It's time to buy
in Glenwood.*



Village of Glenwood
One Asselborn Way
Glenwood IL 60425

PRST. STD
U.S. POSTAGE
PAID
PERMIT NO. 1
GLENWOOD, IL



You and your family deserve peace of mind and good neighbors.

Come discover one of Chicagoland's safest and most secure suburbs. Walk Glenwood's tree-lined streets and feel the sense of community here. With Village-sponsored programs and entertainment for all ages, you'll soon understand how we've built neighborhoods that feel like family.

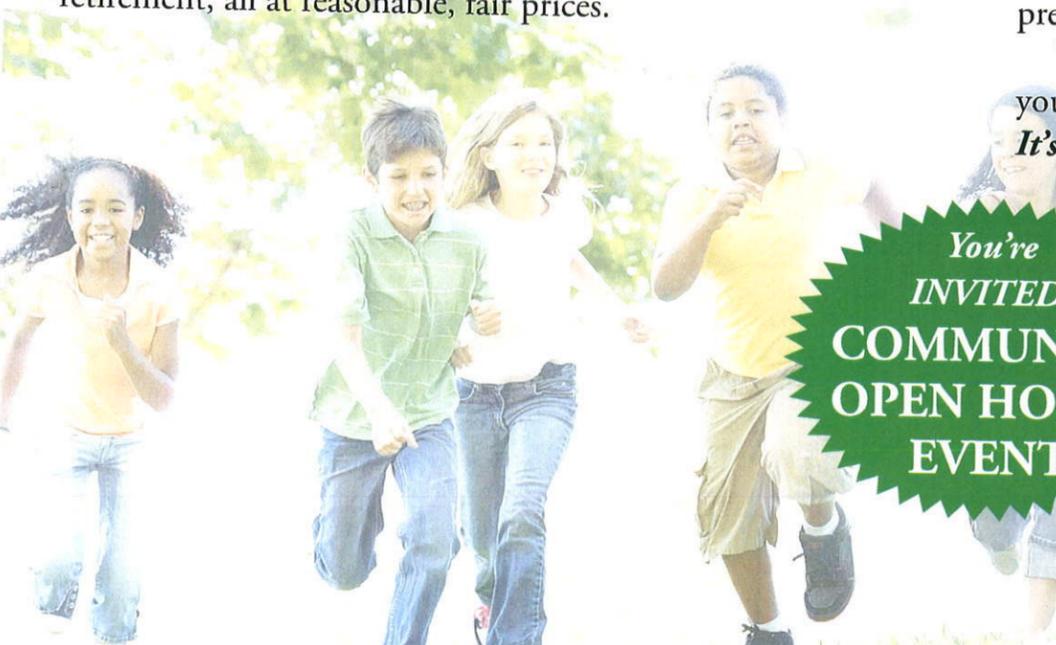
Glenwood homes are happily affordable. You'll find starter homes, family homes and maintenance-free homes for your retirement, all at reasonable, fair prices.

Nearby public transportation to Chicago's Loop and effortless accessibility to all points in northern Illinois and Indiana via major expressways and interstates make Glenwood perfectly situated for hassle-free commutes.

You can easily satisfy your need to breathe fresh air, commune with nature, walk, bike or hike because our Village is nestled among some of the most lush and lovely protected forest preserves, just steps away from your door.

You want security, surrounded by neighbors who are also your friends, in a community that you'll be happy to call home.

It's time to buy in Glenwood.



*You're
INVITED!*
**COMMUNITY
OPEN HOUSE
EVENT**

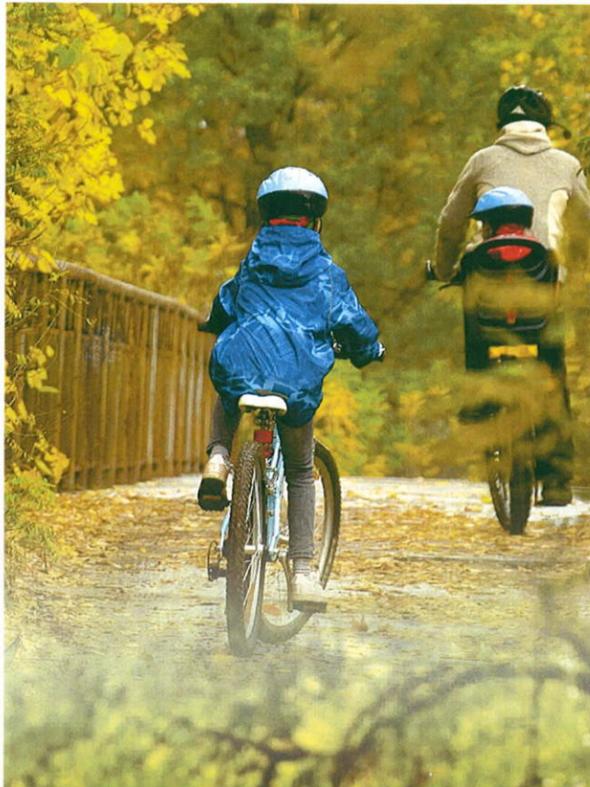
**Saturday, November 15
& Sunday, November 16
10 am - 3 pm**

Begin at John H. Blakey Senior Center
1 South Rebecca Street, Glenwood
to meet lenders, insurance agents, realtors and more,
and then visit nearly every home now available!

**Ask how our local banks make it
*EASY TO BUY!***

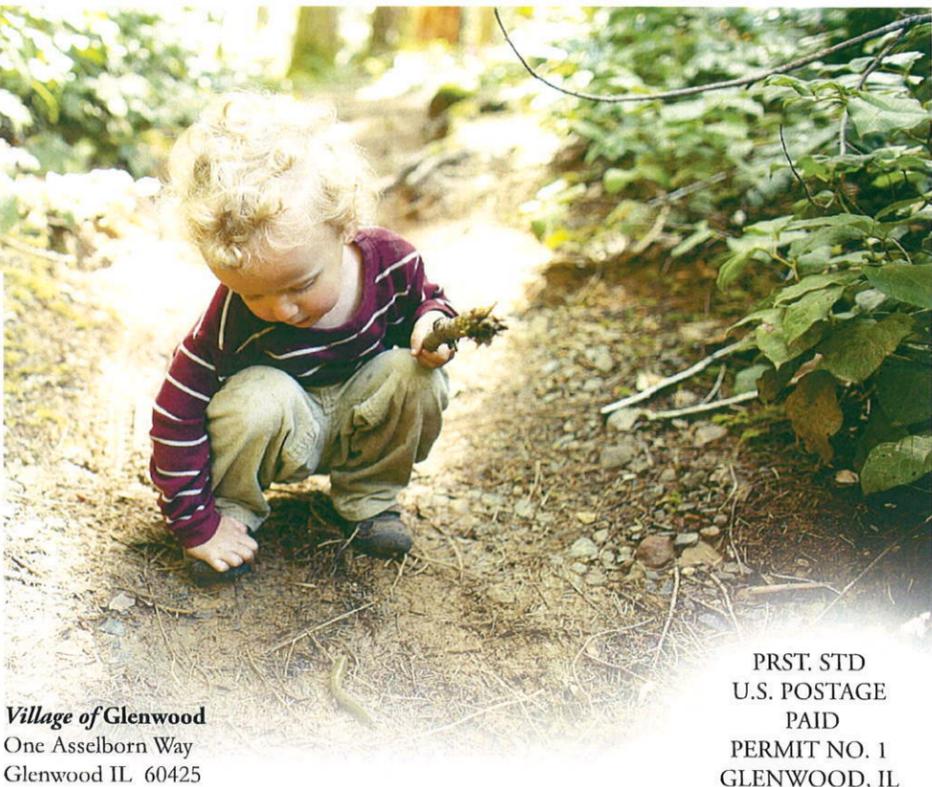
For more info, full disclaimer and mortgage offer details,
call 708-753-2400 or visit www.villageofglenwood.com

Possibilities, Opportunities & Progress



It's time to live
in harmony
with nature.

*It's time to buy
in Glenwood.*



Village of Glenwood
One Asselborn Way
Glenwood IL 60425

PRST. STD
U.S. POSTAGE
PAID
PERMIT NO. 1
GLENWOOD, IL



The Great Outdoors is just outside your door in Glenwood.

When being surrounded by lush greenery, native birds and animals, and outdoor recreational opportunities is important to you, Glenwood is the place you should call home.

Our Village is nestled among some of the oldest and loveliest protected forest preserves in Chicagoland, with facilities for biking, hiking or just enjoying a visit from a butterfly.

Glenwood is also one of the area's safest and most secure suburbs, with a real sense of community in every tree-lined neighborhood. Village-sponsored programs and entertainment help foster caring and engaged friends of all ages.

You'll choose from a wide variety of affordable homes in Glenwood. We have reasonably priced starter homes, family homes and maintenance-free homes for retirement.

Glenwood is perfectly suited for hassle-free commuting, whether through nearby public transportation to Chicago's Loop, or effortless accessibility to all points in northern Illinois and Indiana via major expressways and interstates.

You're looking for a home where you can indulge in Mother Nature's glory within steps from your door, in a genuine community. *It's time to buy in Glenwood.*

**Our local
MB Financial Bank
makes it EASY
TO BUY!**

**FREE APPRAISAL &
CREDIT REPORT***

*All applicants may not qualify. For full details and disclaimer, call 708-753-2400 or visit www.villageofglenwood.com.

Offered ONLY through Glenwood's MB Financial Bank.

Possibilities, Opportunities & Progress

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2014 - _____

**A RESOLUTION APPROVING A LEASE/PURCHASE AGREEMENT FOR THE
ACQUISITION OF A NEW FIRE TRUCK**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7TH DAY OF OCTOBER 2014

RESOLUTION NO. 2014 - _____

A RESOLUTION APPROVING A LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION OF A NEW FIRE TRUCK

WHEREAS, the Village finds that it is in its best interest to acquire a new fire truck by means of a lease/purchase agreement attached as Exhibit A and related documents including an Escrow Agreement attached as Exhibit B and a Notice and Acknowledgement of Assignment attached as Exhibit C;

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to its home rule powers as follows:

SECTION 1: Recitals.

The foregoing recitals are true, a material part of this Resolution and are incorporated herein as if they were fully set forth in this Section.

SECTION 2: Approval of Documents.

The corporate authorities of the Village of Glenwood authorize and approve the Lease/Purchase Agreement attached hereto as Exhibit A, the Escrow Agreement attached as Exhibit B and the Notice and Acknowledgement of Assignment attached as Exhibit C. The Village President, Kerry Durkin, is authorized to execute the Lease/Purchase Agreement attached hereto as Exhibit A, the Escrow Agreement attached as Exhibit B and the Notice and Acknowledgement of Assignment attached as Exhibit C for and on behalf of the Village of Glenwood.

SECTION 3: Home Rule.

This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective date.

This Resolution shall be effective immediately and thereafter remain in effect.

PASSED by roll call vote this 7th day of October, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of October, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

EXHIBIT A
(Lease/Purchase Agreement)

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000162-001

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the 30th day of September, 2014 by and between Municipal Leasing Credit Corporation, with offices at 11184 Antioch, Suite 313, Overland Park, KS 66210-2420 (herein called the "Lessor"), and Village of Glenwood with its principal address at One Asselborn Way, Glenwood, IL 60425 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
 2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
 3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term").
 4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Schedule C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Schedule C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.
- Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Schedule C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.
5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
 6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8

hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Schedule C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes; and (viii) Lessee's federal employer identification number below is correct.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.
10. **TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessories, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.
11. **PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.

12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will, if allowed by law, contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The Lessee will endeavor to notify Lessor of with 30 days notice of any impending change or cancellation in the required insurance. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
19. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
20. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 1/2 %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other

right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

24. **NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

25. **AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional Schedules attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.

26. **NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail 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 notice is effective upon receipt.

27. **SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

28. **GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Illinois.

29. **FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

30. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

31. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

32. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

33. CERTIFICATION AS TO ARBITRAGE: Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<i>Lessor: <u>Municipal Leasing Credit Corporation</u></i>	<i>Lessee: <u>Village of Glenwood</u></i>
<i>Authorized Signature: _____</i>	<i>Authorized Signature: _____</i>
<i>Printed Name: _____</i>	<i>Printed Name: <u>Kerry Durkin</u></i>
<i>Title: _____</i>	<i>Title: <u>Village President</u></i>
<i>Date: _____</i>	<i>Date: _____</i>
	<i>EIN #: <u>36-6009033</u></i>

SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000162-001

Location of Equipment: Fire Station #1	
Street: 605 East Glenwood Lansing Road City: Glenwood State: IL Zip Code: 60425	
Description of Equipment:	Equipment Cost
(1) New HME Ahrens Fox Pumper on a HME Custom Four Door Cab and Chassis with Equipment	\$418,868.00
Total Equipment Cost	\$418,868.00

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p>Lessee: <i>Village of Glenwood</i></p> <p>Authorized Signature: _____</p> <p>Printed Name: <i>Kerry Durkin</i></p> <p>Title: <i>Village President</i></p> <p>Date: _____</p>

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000162-001
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Municipal Leasing Credit Corporation

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned Village of Glenwood ("Lessee"), and Municipal Leasing Credit Corporation ("Lessor"), dated the 30th day of September, 2014 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

<p>Lessee: <u>Village of Glenwood</u></p> <p>Authorized Signature: _____</p> <p>Printed Name: <u>Kerry Durkin</u></p> <p>Title: <u>Village President</u></p> <p>Date: _____</p>

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: Village of Glenwood
 Lessor: Municipal Leasing Credit Corporation
 Lease Number: 5000162-001
 Lease term in Months: 60
 Rental Periods: 5
 First Payment Date: October 1, 2015
 Capital Cost of Equipment: \$418,868.00

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Early Purchase Option Price
10/1/2015	89,622.00	9,370.08	80,251.92	344,836.17
10/1/2016	89,622.00	7,858.63	81,763.37	261,145.70
10/1/2017	89,622.00	5,961.06	83,660.94	175,798.17
10/1/2018	89,622.00	4,019.45	85,602.55	88,760.75
10/1/2019	89,622.00	2,032.78	87,589.22	-
TOTALS:	\$448,110.00	\$29,242.00	\$418,868.00	

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

Lessee: <u>Village of Glenwood</u> Authorized Signature: _____ Printed Name: <u>Kerry Durkin</u> Title: <u>Village President</u> Date: _____
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**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Municipal Leasing Credit Corporation and Assigns

Re: State and Municipal Lease/Purchase Agreement No. 5000162-001 dated the 30th day of September, 2014 (the "Lease"), between Municipal Leasing Credit Corporation ("Lessor") and Village of Glenwood ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as Village of Glenwood is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000162-001**

I, _____ (Witness), do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the Village of Glenwood an agency duly organized and existing under the laws of the State of Illinois (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the _____ at a meeting duly and regularly held and convened in accordance with applicable law on the _____ day of _____, 2014.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated 30th day of September, 2014, with Municipal Leasing Credit Corporation;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Municipal Leasing Credit Corporation for a period of 60 months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

Printed Name	Title	Signature
<u>Kerry Durkin</u>	<u>Village President</u>	_____
<u>Kevin Welsh</u>	<u>Fire Chief</u>	_____
_____	_____	_____

RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day _____ of _____, 2014.

NAME OF LESSEE: Village of Glenwood
WITNESSED BY (SECRETARY/CLERK):

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000162-001

ESSENTIAL USE/SOURCE OF FUNDS LETTER

September 30, 2014

Municipal Leasing Credit Corporation
11184 Antioch, Suite 313
Overland Park, KS 66210-2420

Re: State and Municipal Lease/Purchase Agreement No. 5000162-001, dated the 30th day of September, 2014 (the "Lease"), between Municipal Leasing Credit Corporation ("Lessor") and Village of Glenwood ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

<p>Lessee: <u>Village of Glenwood</u></p> <p>Authorized Signature: _____</p> <p>Printed Name: <u>Kerry Durkin</u></p> <p>Title: <u>Village President</u></p> <p>Date: _____</p> <p>Witness: _____</p>

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add Clayton Holdings, LLC as both sole **loss payee** under property insurance covering the Equipment listed on attached Schedule A, and **additional insured** under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314.746.3744

Lessee: Village of Glenwood

Authorized Signature: _____

Printed Name: Kerry Durkin

Title: Village President

Date: _____

SCHEDULE H
AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

ACH Payment Authorization Form

Lease # 5000162-001 Bank # _____

Lessee: Village of Glenwood

Name (Please print) _____

I authorize Commerce Bank ("Commerce") to initiate debit entries in the amount shown and from the checking or savings account with the depository institution ("Bank") named below each month on the payment due date on behalf of Clayton Holdings, LLC.

*Bank Name: _____

Address: _____

ABA #: _____

Account #: _____ () Checking () Savings

Annual Debit Amount: \$89,622.00

(Annual rental payment, excluding any sales tax. Sales Tax will be added to this amount, as applicable)

First Payment Due Date: 10/1/2015

(Begin debiting this date—allow a few days prior to payment.)

This authorization is to remain in full effect until Commerce Bank and Bank have received written notification from me of its termination and have a reasonable opportunity to act on this notification. Commerce Bank may terminate this agreement upon 10 days written notice to me.

X _____ X _____
Borrower Signature/Account Owner/Lessee Date

* NOTE: Your "Bank" need not be Commerce to benefit from this feature. Any bank can be auto debited. **PLEASE mail this signed form and a voided check (unless Commerce is already currently debiting this same account for another lease schedule) to:**

Commerce Bank Equipment Finance Dept.
P.O. Box 11309
Clayton, MO 63105

There is NO charge for this service.

**SCHEDULE I
DISBURSEMENT AUTHORIZATION**

October 19, 2014

To: Municipal Leasing Credit Corporation

RE: Lease Number 5000162-001

Ladies and Gentlemen,

Please disburse the proceeds of the above lease as follows:

Wire or send to

PAYEE	AMOUNT
Commerce Bank Escrow Account	\$418,868.00
Total Disbursement	\$418,868.00

Sincerely,

<p><i>Lessee: <u>Village of Glenwood</u></i></p> <p><i>Authorized Signature: _____</i></p> <p><i>Printed Name: <u>Kerry Durkin</u></i></p> <p><i>Title: <u>Village President</u></i></p> <p><i>Date: _____</i></p>
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EXHIBIT B
(Escrow Agreement)

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of September 30, 2014, and entered into among **MUNICIPAL LEASING CREDIT CORPORATION** (together with its successors and assigns, "Lessor"), **VILLAGE OF GLENWOOD** ("Lessee"), and **COMMERCE BANK**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "Glenwood Sch 001 Acquisition Fund"
Amount of Deposit into the Acquisition Fund: \$418,868.00

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement No. 5000162-001 dated as of September 30, 2014 (the "Lease"), between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Lease will have the same meaning for the purposes of this Escrow Agreement as in the Lease.
3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.
4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.
5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder will be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent will invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments will be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.
6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided

that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment will be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor will constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor will have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under

this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00, to be paid by Lessor concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent will be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent will be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

21. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

MUNICIPAL LEASING CREDIT CORPORATION
LESSOR

By: _____
Title: _____

VILLAGE OF GLENWOOD
LESSEE

By: _____
Title: Kerry Durkin, Village President

COMMERCE BANK
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. **Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. **Opinion of Bond Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: **Municipal Leasing Credit Corporation, as Lessor**
11184 Antioch Suite 313
Overland Park, KS 66210-2420

COMMERCE BANK, as Escrow Agent
8000 Forsyth Blvd.
St. Louis, Missouri 63105

Re: Glenwood Sch 001 Acquisition Fund established by the Escrow Agreement, dated as of September 30, 2014, (the "Escrow Agreement") among Municipal Leasing Credit Corporation, as lessor ("Lessor"), Village of Glenwood, as lessee ("Lessee") and Commerce Bank, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of September 30, 2014 (the "Lease") described in the Escrow Agreement.

Equipment:

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

(3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by Section 17 of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Dated: _____, 20____.

Village of Glenwood
LESSEE

By: _____
Title: _____

APPROVED:

Municipal Leasing Credit Corporation
LESSOR

By: _____
Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

Village of Glenwood
LESSEE

By: _____
Title: _____

EXHIBIT C
(Notice and Acknowledgement of Assignment)

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

September 30, 2014

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Re: State and Municipal Lease/Purchase Agreement No. 5000162-001 dated September 30, 2014, (together with all amendments, modifications and supplements thereto, the "Lease") between Municipal Leasing Credit Corporation as lessor ("Lessor"), and Village of Glenwood, as lessee ("Lessee").

Dear Sir or Madam:

This will acknowledge that Lessee has been advised by Lessor that Lessor intends to assign to Clayton Holdings, LLC ("Assignee"), having its principal place of business at 8000 Forsyth Boulevard, Suite 510, St. Louis, MO 63105 all its right, title and interest as lessor under the Lease, all as of the date of this letter.

1. Lessee consents to the assignment of Lessor's rights under the Lease and agrees that the Assignee has and may exercise, either in its own name or in the name of Lessor, all of the rights, privileges and remedies of Lessor under the Lease.

2. There are five (5) annual payments of Eighty Nine Thousand Six Hundred Twenty Two 00/100 Dollars (\$89,622.00) (the "Rent") each remaining due under the Lease, beginning with the payment due on October 1, 2015 and continuing annually thereafter through and including October 1, 2019. Lessee agrees to make all payments of Rent and other sums due and to become due under the Lease, beginning with the payment of periodic rent due on October 1, 2015 directly to the Assignee as follows:

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, MO 63105

or to such other bank, account or address as the Assignee designates in writing.

3. The Lease and this letter constitute the entire agreement between Lessee and Lessor relating to the leasing of the Equipment. The Lease is in full force and effect, the Equipment has been accepted by Lessee for lease pursuant thereto and no Event of Default or event which, with the giving of notice or the passage of time or both would constitute an Event of Default thereunder, has occurred and is continuing. Lessee shall pay all Rent and other amounts due or to become due under the Lease, as directed by Assignee without any right of setoff, defense, claim or counterclaim.

4. All representations, warranties and certifications of Lessee made in the Lease are true and correct as of the date hereof and are made for the benefit of, and may be relied upon by the Assignee.

5. Assignee warrants that it shall not disturb the quiet and peaceful possession of the Equipment so long as Lessee is not in default of any of the provisions of the Lease.

The parties hereto agree that this Notice and Acknowledgment of Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Notice and Acknowledgment of Assignment as of the ____ day of _____, 2014.

ACKNOWLEDGED AND AGREED:

LESSOR AND ASSIGNOR:
Municipal Leasing Credit Corporation

By: _____

Name: _____

Title: _____

LESSEE:
Village of Glenwood

By: _____

Name: Kerry Durkin

Title: Village President

ASSIGNEE:
Clayton Holdings, LLC

By: _____

Name: _____

Title: _____

CERTIFICATE

I, Ernestine Dobbins, certify that I am the duly elected and acting municipal clerk of the Village of Glenwood, Cook County, Illinois.

I further certify that on October 7, 2014, the Corporate Authorities of the Village of Glenwood passed and approved the attached Resolution No. 2014 - _____, entitled,

**A RESOLUTION APPROVING A LEASE/PURCHASE AGREEMENT FOR THE
ACQUISITION OF A NEW FIRE TRUCK**

a true and correct copy of which is attached hereto.

Dated at Glenwood, Illinois, this 7th day of October, 2014.

Ernestine Dobbins,
Municipal Clerk

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400
708.753.2406 Fax



MAYOR
Kerry Durkin

CLERK
Ernestine T. Dobbins

TREASURER
Edwin Reichard

TRUSTEES
Terrence A. Campbell
Ronald Gardiner
Carmen Hopkins
Richard Nielsen
Anthony Plott
Paul Styles, Jr.

September 30, 2014

The Honorable Kerry Durkin
Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

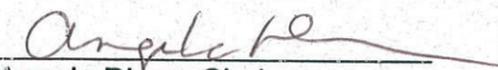
Re: Star Design Hair Studio & Spa, LLC (115 W. Main Street)

Dear Mayor Durkin and Trustees:

The Economic Development Committee held a meeting on Tuesday, September 30, 2014, and by a vote of 5 ayes, 0 nays, 3 absent, their recommendation is as follows:

The Economic Development Committee recommended to the Board of Trustees a Redevelopment Agreement between the Village of Glenwood and Star Design Hair Studio & Spa, LLC (115 W. Main Street). The Agreement, if approved by the Board of Trustees, will grant Star Design Hair Studio & Spa, LLC the use of Tax Increment Financing (TIF) funds from the Main Street TIF for the replacement of the roof and windows, not to exceed \$35,000 for the total project.

Sincerely,


Angela Dixon, Chairman
Economic Development

Star Design Hair Studio & Spa, LLC

Summary of Quotes

Roof

Quote 1	Billings Roofing System	Tamko Heritage AR 30yr. Laminate Shingles	\$ 8,000
Quote 2	Billings Roofing System	Owens Corning Duration Premium Cool Shingles No warranty noted	\$ 10,900
Quote 3	David Valerius	Green Roof	\$ 34,860
Quote 4	David Valerius	Roof	\$ 15,540

Windows

Quote 1	Absolute Renovating Inc.	Window Replacement Double Pane	\$ 15,500
Quote 2	Billings Roofing System	Climate Guard 500-R Series Vinyl Thermal Replacement Windows	\$ 15,000
Quote 3	Climate Guard	500-R Series	\$ 7,413
Quote 4	Billings Roofing System	Climate Guard 200-R Series Vinyl Thermal Replacement Windows	\$ 16,000

Currie Motors Fleet

Presents...



The ~~2013~~ Ford Sedan Police Interceptor Base

2015

AWD



Prepared For:
Prepared By: Thomas F. Sullivan
Prepared On: April 30, 2014

Prepared For:

Prepared By:

Thomas F. Sullivan
Currie Motors Fleet
9423 W. Lincoln Highway
Frankfort, Illinois, 60423



Vehicle Profile

2013 Ford Sedan Police Interceptor

AWD Base (P2M)

Powertrain

EcoBoost 3.5L V-6 DOHC direct gasoline injection 24 valve twin turbo engine with variable valve control * 220 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up * Automatic full-time all-wheel drive with permanent locking hubs * ABS & driveline traction control * 3.16 axle ratio * Stainless steel exhaust with tailpipe finisher

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear multi-link suspension * Rear anti-roll bar * Rear coil springs * Gas-pressurized rear shocks * Front and rear 18.0" x 8.00" black steel wheels with hub covers * P245/55VR18.0 BSW AS front and rear tires * Inside under cargo mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners

Comfort and Convenience

Air conditioning, air filter, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 4 speakers, speed sensitive volume, integrated roof antenna, radio steering wheel controls * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, power remote trunk/hatch/door release, child safety rear door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, power adjustable pedals * Analog instrumentation display includes tachometer, engine temperature gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, battery, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver 1-touch down * Variable intermittent front windshield wipers, sun visor strip, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Mini overhead console with storage, locking glove box, driver and passenger door bins * Carpeted

Seating and Interior

Seating capacity of 5 * Bucket front seats with adjustable head restraints * 8-way adjustable (6-way power) driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear bench seat with fold forward seatback * Cloth faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210991 1/14/2013

Exterior Features

1 skid plate, side impact beams, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors * Driver and passenger power remote black convex spotter folding outside mirrors * Front and rear body-colored bumpers, rear black rub strip/fascia accent * Projector beam halogen fully automatic headlamps with delay-off feature * Clearcoat monotone paint * Police/fire

Warranty

Basic 36 month/36,000 miles Powertrain 60 month/100,000 miles
 Corrosion 60 month/unlimited mileage Roadside 60 month/60,000 miles

Dimensions and Capacities

Output	365 hp @ 5,500 rpm	Torque	350 lb.-ft. @ 1,500 rpm
1st gear	4.484	2nd gear	2.872
3rd gear	1.842	4th gear	1.414
5th gear	1.000	6th gear	0.742
Reverse gear	2.882	City/hwy	16 mpg/23 mpg
Curb	4,400 lbs.	Front	41.9 "
Rear	39.9 "	Front	39.0 "
Rear	36.7 "	Front	56.3 "
Rear	55.9 "	Front shoulder	57.9 "
Rear shoulder	56.9 "	Passenger area	102.9 cu.ft.
Length	202.9 "	Body	76.2 "
Body	61.3 "	Wheelbas	112.9 "
Front	65.3 "	Rear track	65.5 "
Turning	19.8 '	Fuel	19.0 gal.
Interior cargo	16.6 cu.ft.	Interior maximum cargo	16.6 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210991 1/14/2013

Prepared For:

Prepared By:

Thomas F. Sullivan
 Currie Motors Fleet
 9423 W. Lincoln Highway
 Frankfort, Illinois, 60423



Selected Options

2013 Ford Sedan Police Interceptor

AWD Base (P2M)

Vehicle Snapshot	Engine: 3.5L V6 EcoBoost Transmission: 6-Speed Automatic w/EcoBoost Rear Axle Ratio: 0.00 GVWR:
-------------------------	--

Code	Description	Class	MSRP
P2M	Base Vehicle Price (P2M)	STD	28,360.00
Packages			
500A	Preferred Equipment Package 500A <i>(998) Engine: 3.5L Ti-VCT V6 (FFV) : High efficient police calibrated.; (44J) Transmission: 6-Speed Automatic : Exclusively police calibrated for maximum acceleration and faster closing speed.; (STDTR) Tires: P245/55R18 AS BSW : Includes full size spare tire with TPMS.; (STDWL) Wheels: 18" x 8" Steel w/Hub Cover : 5-spoke painted black. Includes hub cover and full-size spare wheel.; (R) Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear : Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks.; (STDRD) Radio: AM/FM/CD/MP3 Capable :</i>	OPT	N/C
Powertrain			
99T	Engine: 3.5L V6 EcoBoost <i>(44C) Transmission: 6-Speed Automatic w/EcoBoost. 148mph top speed. Torque: 350 ft.lbs. @ 1500 rpm.</i>	OPT	3,155.00
44C	Transmission: 6-Speed Automatic w/EcoBoost	INC	Included
Wheels & Tires			
STDTR	Tires: P245/55R18 AS BSW <i>Includes full size spare tire with TPMS.</i>	INC	Included
STDWL	Wheels: 18" x 8" Steel w/Hub Cover <i>5-spoke painted black. Includes hub cover and full-size spare wheel.</i>	INC	Included
Seats & Seat Trim			
R	Heavy-Duty Cloth Front Bucket Seats/Vinyl Rear <i>Includes 6-way power driver with manual recline and lumbar, passenger</i>	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210991 1/14/2013

Selected Options Continued

Prepared By: Thomas F. Sullivan
 Dealership: Currie Motors Fleet

Code	Description	Class	MSRP
	2-way manual with recline and built-in steel intrusion plates in both front seatbacks.		
Other Options			
PAINT	Monotone Paint Application	STD	N/C
STDRD	Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 4 speakers and 4.2" color center stack smart display.</i>	INC	Included
13P	Front Headlamp/Police Interceptor Housing Only <i>Includes pre-drilled hole for side marker police use, does not include LED installed bulb (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights).</i>	OPT	120.00
21F	Whelen Driver Only LED Spot Lamp	OPT	360.00
20P	Noise Suppression Bonds	OPT	95.00
Internal Options			
PNTTBL	Paint Table : Primary	OPT	0.00
Interior Colors For : Primary			
RW	Charcoal Black	OPT	N/C
Primary Colors For : Primary			
UA	Ebony	OPT	N/C
Accessories and Aftermarket Options			
P-0002	Slick Top Package <i>Upfitting of emergency vehicle, Patrol, Ford Interceptor Sedan - Single Level Trunk Tray Vehicle power center Copeland Engineering Top Hat Power Tamer, 200 amp Timer 1 Hi-Amp manual reset 80 amp surface mount breaker DeeZee Sliding Partition Prisoner Flat Panel Partition DeeZee Gun Tub Ford Interceptor Sedan Santa Cruz Model SC-915-5-A / Partita Wall Set Up, Vertical single rifle rack Partition wall D&R PPV Taurus Interceptor Console with sliding armrest & mount NMO Brass, Hole mount antenna cable. 17' NMO58UPL 1 STI-CO Flexi-Whip Antennas, Replacement Mast Only D & R Console Mounted Laptop Swing Arm Mount D&R Triple outlet 12V power accessory (console mount) D&R Dual Cupholder - In Console Mount D&R Electronics RDS-K Remote Siren & Light Control (comparable to Federal Signal Smart Siren) D&R 100 Watt Speaker with bracket 1 Star Starburst Split Phan. w/TD -Red/Blu Split Undercover Front Interior 1 Lightbar w/Gen 4 LEDs and Takedowns. ULB21-BKT-INT (Interceptor - Sedan Bracket) Code 3 hide-a-blast, LED light, 6 diode, white. (front ported corners) 2 Star Signal DLX3 surface mount warning light. Red LEDs. (driver grille) 1 Star Signal DLX3 surface mount warning light. Blue LEDs. (passenger 1 grille) Star Signal DLX3 surface mount warning light. Red LEDs. (driver side 1 fender cut out)</i>		\$7,856.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210991 1/14/2013

Prepared For:

Prepared By:

Thomas F. Sullivan
Currie Motors Fleet
9423 W. Lincoln Highway
Frankfort, Illinois, 60423



Dimensions & Capacities

2013 Ford Sedan Police Interceptor

AWD Base (P2M)
Value

Description

Dimensions and Capacities

Output	365 hp @ 5,500 rpm
Torque	350 lb.-ft. @ 1,500 rpm
1st gear	4.484
2nd gear	2.872
3rd gear	1.842
4th gear	1.414
5th gear	1.000
6th gear	0.742
Reverse gear	2.882
City/hwy	16 mpg/23 mpg
Curb	4,400 lbs.
Front	41.9 "
Rear	39.9 "
Front	39.0 "
Rear	36.7 "
Front	56.3 "
Rear	55.9 "
Front shoulder	57.9 "
Rear shoulder	56.9 "
Passenger area	102.9 cu.ft.
Length	202.9 "
Body	76.2 "
Body	61.3 "
Wheelbas	112.9 "
Front	65.3 "
Rear track	65.5 "
Turning	19.8 '
Fuel	19.0 gal.
Interior cargo	16.6 cu.ft.
Interior maximum cargo	16.6 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210991 1/14/2013



Drug Money
26490
\$ 96,000
Drug Fund

**2015 Ford Utility Police Interceptor AWD
Contract # 122**



Currie Motors Fleet

“Nice People To Do Business With”

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 08, 2014



2015 Ford Utility Police Interceptor AWD

Contract # 122

\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Generator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
Bi functional projector headlamps
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster

All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single zone manual Climate
Control
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	3.5L V-6 Ecoboost	\$3,120.00
<input checked="" type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	Whelen Light Bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap “Police”	\$726.00
<input type="checkbox"/>	16” Push Bumpers	\$665.00
<input type="checkbox"/>	18” Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input type="checkbox"/>	Keyed Alike	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 st /2 nd row carpet	\$107.00
<input type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00
<input type="checkbox"/>	Remappable (4) switches	\$155.00
<input type="checkbox"/>	Rear console plate	\$35.00
<input type="checkbox"/>	Auxiliary A/C	\$568.00
<input type="checkbox"/>	Radio suppression straps	\$135.00
<input checked="" type="checkbox"/>	Dark car feature (courtesy lights inop)	\$50.00
<input checked="" type="checkbox"/>	Over-ride switch	\$285.00
<input type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	Rustproof & Undercoat	\$395.00
<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	Roof rack side rails	\$100.00
<input type="checkbox"/>	Hidden door lock plunger w/inop handles	\$279.00
<input checked="" type="checkbox"/>	Dome lamp red/white cargo area	\$43.00

<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input checked="" type="checkbox"/>	License and Title fees MP plates	\$220.00

Optional Packages:

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	Police Interior Upgrade Package-65U Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input checked="" type="checkbox"/>	Front Headlamp Lighting Solution-66A Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
<input type="checkbox"/>	Front Headlamp Housing Only-86P Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	Tail Lamp Lighting Solution-66B Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
<input type="checkbox"/>	Rear Lighting Solution-66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
<input type="checkbox"/>	Ultimate Wiring Package-not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter 	\$540.00

	150,000 miles, 5000 mile interval	\$1,269.00
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Options – Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00



Please enter the following:

Agency Name & Address _____

Contact Name _____
Phone Number _____
Purchase Order Number _____
Total Dollar Amount _____
Total Number of Units _____
Delivery Address _____

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2014 - _____

AN ORDINANCE AUTHORIZING THE SALE OF A SURPLUS VEHICLE

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7TH DAY OF OCTOBER, 2014

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 7th day
of October, 2014.

ORDINANCE NO. 2014 - _____

AN ORDINANCE AUTHORIZING THE SALE OF A SURPLUS VEHICLE

WHEREAS, the Municipal Code allows for the sale of Village owned surplus personal property in the manner designated by the Village's Board of Trustees with or without advertising for the sale of the property;

WHEREAS, the Village owns certain vehicle identified on the attached Exhibit A which have exceeded its useful life and is no longer necessary or useful for Village purposes;

WHEREAS, the Villages determines that the vehicle identified on the attached Exhibit A should be sold or, if sale is not possible, that the vehicle be sold for scrap/junk to an appropriate facility that will destroy said vehicle;

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to their home rule powers as follows:

SECTION 1: Recitals.

The forgoing recitals are a material part of this ordinance and are incorporated herein as if they were fully set forth in this section.

SECTION 2: Authorization to dispose of vehicles.

The Public Works Director is directed to dispose of the vehicle identified on the attached Exhibit A by selling them "as is." Or, if the Public Works Director determines that the condition of the vehicle is such that it should not be sold, then he is directed to dispose of the vehicle identified on the attached Exhibit A by scraping them or junking them with an appropriate facility. Any payment(s) received for the sale, scraping or junking of said vehicle shall be given to the Village's Finance Director for deposit in to the Village's accounts. The Public Works Director

shall also be authorized to sign the title and any other documents on the Village's behalf that are necessary to transfer the ownership of a vehicle for the purpose of either selling/scraping/junking the vehicle pursuant to the terms of this ordinance.

SECTION 3: Home Rule.

This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective date.

This Ordinance shall be in full force and effect immediately from and after its passage, approval, but subsequently published in pamphlet form.

PASSED by roll call vote this 7th day of October 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of October, 2014.

ATTEST:

Kerry Durkin, Village President

Ernestine Dobbins, Village Clerk

Exhibit A

Year	Make/Model	VIN#
1997	Ford HD 250 Pick-Up Truck	1FTHF25H4VEB85630

CERTIFICATE

I, Ernestine Dobbins, certify that I am the duly elected and acting municipal clerk of the Village of Glenwood, Cook County, Illinois.

I further certify that on October 7, 2014, the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2014 - _____, entitled,

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS
VEHICLES**

Attached is a true and correct copy of Ordinance No. 2014 - _____.

Dated at Glenwood, Illinois, this 7th day of October, 2014.

Ernestine Dobbins
Municipal Clerk



A Xerox Company

Scope for Audio Video
Integration

Glenwood Village Hall
Council Chamber



Introduction

Chicago Office Technology Group is pleased to present you with the following audiovisual scope/proposal.

This proposal document includes a summary about our organization, a scope of work for your audiovisual project, system warranty description, and our terms and conditions.

We look forward to doing business with you and we would like to thank you for considering COTG as your audiovisual integrator.

About COTG

Designing presentation solutions by integrating the most up-to-date audio visual technology is what we do best. We've been installing innovative systems that enhance the presentation experience for presenters and trainers for over twenty-five (25) years.

Our Background

COTG, a core company of Global Imaging Systems (GISX), delivers audio visual solutions to Commercial, Government and Education markets. GISX was founded in 1994 with a vision to create a leading organization in the highly fragmented office automation industry through a decentralized structure. In June 1998, GISX became a publicly-owned company when it completed its initial public offering. GISX expanded through acquisitions and exceeded \$1 billion in revenue during the fiscal year ending in March 2006. In May 2007, GISX was acquired by [*Xerox Corporation*](#). GISX continues to operate as an independent unit of Xerox, offering the complete range of Xerox products to its customers in the small and middle markets.

Since 1981, our solutions have dramatically changed the way people communicate and share ideas. As a total solution provider, we are committed to affording our customers the highest level of service which includes:



- Project design and integration
- Presentation equipment
- Equipment installation and training
- Project maintenance

Scope of Work

Glenwood Village Hall is looking to upgrade their AV in the Council Chamber. After our site visit, the following is what COTG is recommending

Replace the existing Samson Handheld microphone and bases with new 10" cardioid condenser gooseneck microphones.

Three new microphones at each side table will be added to ensure proper audio pickup for all participants.

Qty: 16 Shure MX410LP/C 10" Gooseneck Microphone, bi-color status indicator, less preamp (cardioid polar pattern)

Qty: 16 Shure MX400DP Microflex Desktop Base for MX410 Gooseneck Microphone

Qty: 1 Shure MX412/C 12" Gooseneck Microphone, Attached XLR Preamp, Shock & Flange Mount, Snap-Fit Foam Windscreen

Qty: 2 RDL RU-MX4 Professional 4 Channel Microphone/Line Mixer with Phantom Power - Microphone and line output

Qty: 2 RDL PS-24AS 24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug



Replace the existing JBL speakers with new wide dispersion speakers providing better audio coverage of the room. Add an audio feedback eliminator provide for more microphone gain and amplification before feedback.

Qty: 4 TOA H-3 Wide Dispersion Speaker

Qty: 1 Behringer Shark FBQ100 Automatic Feedback Destroyer

Replace the existing CD recorder with a new Solid State audio recorder. Records to any available Media (CF, SD/SDHC, USB Memory).

Qty: 1 TASCAM SS-R200 Solid State Audio Recorder

Add a visual presentation system to allow for presenters at the podium to connect a laptop VGA or HDMI source to a projector and/or flat screen. A document camera will also be a source for presenters bringing in hard copies of documents to present.

The village officials will be able to present wirelessly from their iPads via an Apple TV device.

Qty: 1 Atlona AT-HD4-SI40SR HDMI Extender Set

Qty: 1 Kramer VP-211K VGA/Audio Standby Switcher

Qty: 1 C2G #29221 SHORT RANGE VGA+3.5MM AUDIO OVER CAT5 EXT KIT

Qty: 1 Crestron DMPS-100-C DigitalMedia Presentation System / Controller

Qty: 1 Crestron DM-RMC-SCALER-C DigitalMedia Receiver/Room
Controller/Scaler

Qty: 1 Kramer VM-2Hxl HDMI Distribution Amplifier

Qty: 1 Samsung SDP-760 HD Digital Presenter

Qty: 1 Apple TV



A high light output projector will be mounted on the back wall of the room and will project onto a new electric screen that will be mounted on the front wall of the room behind the Village President's chair.

Qty: 1 Da-Lite Cosmopolitan Electrol 34460L 60"x96" Matte White 113" Diagonal with Low Voltage Control

Qty: 1 DaLite 77027 Cosmopolitan White Floating Mounting Brackets

Qty: 1 NEC NP-PX700W-08ZL 7000 Lumen Projector w/ Long throw lens

Qty: 1 Chief WMA2S Heavy Duty Wall Mount Accessory, Dual Stud

Qty: 1 Chief CMS003S Extension Column - 3"

Qty: 1 Chief RPAUS Universal Projector Mount

A 70" Flat Screen monitor will be mounted on the rear wall above the projector for council members to view presentations.

Qty: 1 Sharp LC-70EQ10U 70" Class AQUOS Q Series LED Smart TV

Qty: 1 Chief LTMU Large Fusion Tilt Wall Mount

A small rack will house the equipment in the closet in the rear of the room. The rack will be on casters.

Qty: 1 Middle Atlantic BRK12 12RU Laminate Rack

Qty: 1 Middle Atlantic RKW Casters for BRK Rack

Qty: 1 Middle Atlantic PD-915R Rack Mount Power Strip

Qty: 2 Middle Atlantic U1V Rack Shelf

Qty: 4 Middle Atlantic EB1 Blank Rack Panel



Cables needed for the new system

Qty: 1 Kramer C-HM/HM-6 HDMI Cable - 6 feet

Qty: 4 Kramer C-HM/HM-3 HDMI Cable - 3 feet

Qty: 1 Kramer C-HM/HM-10 HDMI Cable - 10 feet

Qty: 1 Kramer C-MGMA/MGMA-6 VGA/Audio Cable - 6 feet

Qty: 1 Kramer C-GM/GM-6 VGA Cable - 6 feet

Qty: 1 Kramer C-GM/GM-3 VGA Cable - 3 feet

The new system will be controlled via the Crestron Mobile Pro G iPad app.

The Village will need to provide a server per Crestron's specifications to load the Fusion RV software.

Qty: 1 Customer to purchase Crestron Mobile Pro G from the iTunes App Store

Total Cost Hardware	\$25,120.00
Total Cost Installation & Programming	\$9,799.00
Total Investment	<u>\$34,919.00</u>

The customer is to provide:

AC power at the new electric screen.

AC power on the rear wall for the projector and flat screen monitor.

Relocate the clock on the rear wall.

Provide network jacks for the Crestron controller, Apple TV and TASCAM audio recorder.

Provide a cart or shelf for the Samsung SDP-760 Visual Presenter at the podium.

Build a custom wood surround for the electric screen after the screen is installed.



Inclusions

The following Items are INCLUDED in the project scope of work:

All equipment, wire and accessories required for a fully functional audio and video system.

Non-union labor associated with turnkey engineering, installation, programming, testing and training.

Documentation package including as-built system diagrams and Manufacturer's Operation manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide COTG's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to COTG.



Exclusions

The following items are EXCLUDED from the project scope of work:

All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.

Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.

Concrete saw cutting and/or core drilling.

Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.

Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair.

Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal.

Painting, patching or finishing of architectural surfaces.

Permits (unless specifically provided for elsewhere in the contract).

HVAC and plumbing relocation.

Rough-in, bracing, framing or finish trim carpentry for installation.

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.

Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.

Additional costs for union labor are not included, unless specifically identified within this document.



Training & Development

COTG will provide training at no additional cost

Integration Schedule

COTG takes great care in planning your technology installation to ensure that it goes smoothly. This includes providing pre- and post-installation support.

The integration schedule identifies the actions, action owners, and proposed scheduling for an install. All integration schedules are tentative based on solution agreement and project scope. Upon acceptance of this proposal, a COTG representative will work with you to finalize integration planning and scheduling to meet your requirements.



ACTION	OWNER	PROPOSED SCHEDULE (from install)
Project Communication & Coordination		
<i>Identify space, electrical and environmental requirements</i>	COTG	TBD
<i>Identify network / communication requirements</i>	COTG	TBD
<i>Complete site check</i>	COTG	TBD
Equipment Installation		
<i>Deliver documentation</i>	COTG	
<i>Deliver supplies</i>	COTG	
<i>Remove existing equipment</i>	Customer	
<i>Deliver hardware and software</i>	COTG	
<i>Install hardware and software</i>	COTG	
<i>Test product installed</i>	COTG/Customer	

Warranty

90 Day Full System Warranty – includes on-site diagnostics and labor, bench repair labor, and all parts necessary to complete a repair



Terms & Conditions

1. Acceptance of Terms

This quotation shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of the terms and conditions of this quotation shall not be effective unless in writing and signed by an authorized representative of the company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Equipment shall constitute assent to all terms and conditions contained herein. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

2. Delivery

The company will use its best efforts to deliver the Equipment, herein defined as the total deliverable as defined in the quotation, in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Equipment is delayed at the request of the Buyer and the equipment has already been shipped to the Company, the Company will place the Equipment in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The buyer shall have no right to cancel or rescind this agreement by reason of an excusable delay as defined herein, and shall accept such delayed performance by the company. The Buyer's receipt of the Equipment shall constitute a waiver of any claims for delay.

3. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 30% down payment at time of order, monthly progress payments thru completion. Unless otherwise specified, equipment is sold F.O.B. origin-Buyer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause beyond its reasonable control.

4. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the buyer to the Company under the terms of this agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the equipment is located and remove, hold and sell it in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

5. Title, Risk of Loss

Title to the Equipment shall pass to Buyer upon delivery, subject to a purchase money security interest retained by the Company in the Equipment sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Equipment from the buyer's premises if all payments are not made when due. Buyer agrees to execute financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Equipment or any part thereof shall pass to the Buyer upon delivery.

6. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Companies own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the company's instructions, including the requirements specified in the quotation. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this agreement.



6. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

7a. Warranty

In the event the Equipment is in any way misused or altered or is repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Equipment, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

7b. Warranty Service – Chargers

Warranty service will be provided in accordance with the Company's standard service terms. Where such terms are inconsistent with the terms herein, the terms herein will govern. Unless otherwise specified, each installation/system carries a ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

8. Limitations Of Warranty – Products Of Others

Unless otherwise specified, No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part

9. Buyer Responsibilities

Buyer or any user of the Equipment shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Equipment in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Equipment fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the company be liable for any damages, other than the allocable charges paid by the buyer for the equipment, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

11. Taxes

Any and all taxes levied or based on the prices in this agreement, or the Equipment being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the quotation; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

12. Choice Of Law And Severability

This agreement shall be interpreted in accordance with and governed in all respects by the law of Florida. Venue shall be Hillsborough County, Florida. Should any provision of this agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

13. Restocking Fees

In the event Buyer wishes to return any Equipment based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

14. General

The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understanding between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein.

Client Acceptance

Signed Name

Printed Name

Company

Date