

STATE
OF ILLINOIS)
)
COUNTY OF COOK)

ORDINANCE NO. 03LO-30

**VILLAGE OF DIXMOOR
AN ORDINANCE AMENDING ORDINANCE #93-011
AN ORDINANCE ESTABLISHING THE ENTERPRISE ZONE BENEFITS
AND THE BOUNDARIES THEREOF**

WHEREAS, the Village of Dixmoor designated an area as an Enterprise Zone on January 24, 1990 (Ordinance NO. 90-005) pursuant to the Illinois Enterprise Zone Act (Ill. Rev. Stats. Ch. 67 ½, s 601 et.seq.) as amended; and

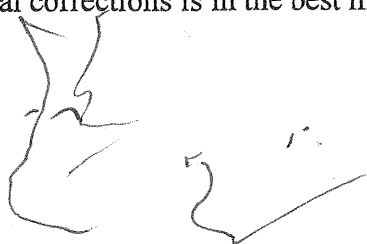
WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity certified the Cal-Sag Historic Waterways Enterprise Zone on July 1, 1985; and

WHEREAS, the State of Illinois Department of Commerce and Community Affairs amended the boundaries of the Cal-Sag Historic Waterways Enterprise Zone to include portions of the Village of Dixmoor on April 5, 1990; and

WHEREAS, a public hearing has been held with respect to extending the term of the Enterprise Zone and the expansion of the Enterprise Zone territories and making technical corrections on August 6, 2003; and

WHEREAS, Section 5.4 (i), (iii) and (iv) of said Illinois Enterprise Zone act provides that local governments with certified Enterprise Zones may adopt and amend ordinances to (i) alter the boundaries of the Enterprise Zone, (iii) alter the termination date of the zone and (iv) make technical corrections; and

WHEREAS, it is the finding of the Board of Trustees that the amendment of the ordinances to alter the boundaries of the Enterprise Zone, alter the termination date of the zone and make technical corrections is in the best interest of the Village of Dixmoor; and



WHEREAS, it is necessary that a formal application be made for approval of the said amendment to the Illinois Department of Commerce and Economic Opportunity (IDCEO) in accordance with the findings set forth in this ordinance; and

WHEREAS, it is the finding of this Board of Trustees that the Enterprise Zone Program is necessary to encourage industrial expansion and retention and also commercial expansion and retention.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Dixmoor as follows:

SECTION ONE

ESTABLISHMENT OF ENTERPRISE ZONE

The Board of Trustees of the Village of Dixmoor herewith established as Enterprise Zone under the provisions of the Illinois Enterprise Zone Act. The Enterprise Zone, as amended, is established in cooperation with the City of Blue Island, the Villages of Alsip and Robbins, as certified by IDCEO on July 1, 1985, and amended on April 5, 1990, to include the Villages of Calumet Park and Robbins, and again on November 15, 1991 to include Cook County, and on September 30, 1992, to include additional parcels in the Village of Alsip, and further amended on October 27, 1993 to limit the sales tax exemption.

The Enterprise Zone meets the qualifications of Section four of the Enterprise Zone Act, as described herein:

- A. It is a contiguous area;
- B. It comprises a minimum of one-half square mile and not more than fifteen square miles;
- C. It is a depressed area;

- D. It satisfies the criteria of the Illinois Department of Commerce and Economic Opportunity;
- E. Reasonable need is hereby established for an Enterprise Zone which covers portions of more than once municipality.

SECTION TWO

BOUNDARIES OF ZONE

The area identified is described herein by legal description and map, attached hereto, incorporated herein by reference, made a part of the application and marked "Exhibit A". Exhibit A includes the description and map.

SECTION THREE

PROGRAMS ESTABLISHED

The following programs are established and authorized within the Zone in accordance with the Enterprise Zone Act and the provision of this ordinance.

A. PROPERTY TAX ABATEMENT:

(i). The County Clerk is hereby authorized and directed to abate for five (5) years fifty percent (50%) of the ad valorem taxes attributable to the added value of new construction or rehabilitation of industrial or commercial property. Abatement for a specific project will cease after the fifth year or upon expiration of the Enterprise Zone, whichever is sooner.

(ii). Such abatement shall be allowed only for commercial, industrial or manufacturing property in the Enterprise Zone in general and provided that such remodeling, rehabilitation or new construction is of such nature and scope for which a building permit is required and has been obtained; and

(iii). No property within a Redevelopment Area created pursuant to the Tax Increment Allocation Section 11-74.4-1 et.seq.) shall qualify for a tax abatement under this ordinance.

B. SALES TAX: Each retailer who makes a qualified sale of building materials to be incorporated into industrial or commercial real estate located within the Enterprise Zone by remodeling, rehabilitation, or new construction, may deduct receipts from such sales when calculating the tax imposed as defined in Section 5 of the Retailers' Occupation Tax Act. Qualified sale means a sale of building materials that will be incorporated into real estate as part of a building project for which a Certificate of Eligibility for Sales Tax Exemption has been issued by the administrator of the enterprise zone in which the building project is located. To document the exemption allowed under this Section, the retailer must obtain from the purchaser a copy of the Certificate of Eligibility for Sales Tax Exemption issued by the administrator of the enterprise zone into which the building materials will be incorporated. The Certificate of Eligibility for Sales Tax Exemption must contain:

- (1) a statement that the building project identified in the Certificate meets all the requirements for the building material exemption contained in the enterprise zone ordinance of the jurisdiction in which the building project is located;
- (2) the location or address of the building project; and
- (3) the signature of the administrator of the enterprise zone in which the building project is located.

In addition, the retailer must obtain certification from the purchaser that contains:

- (1) a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
- (2) the location or address of the real estate into which the building materials will be incorporated;
- (3) the name of the enterprise zone in which that real estate is located;
- (4) a description of the building materials being purchased; and
- (5) the purchaser's signature and date of purchase.

C. FEE WAIVER: Fees for businesses applying for a zoning permit application will be charged ½ the normal zoning permit fees than those of a business located outside the enterprise zone. All permits and inspections will otherwise continue to follow existing laws.

D. URBAN SHOPSTEADING: An Urban Shopstead program is hereby established an in accordance with Section 10, subsection C of the Illinois Enterprise Zone Act.

E. PROGRAM TARGETING: The Village agrees to use its eligibility and resources to make available Economic Development Administration programs, Small Business Administration programs, Jobs Partnership Training act assistance and such other Federal and/or State programs as may be eligible.

F. DEVELOPMENT STREAMLINING: The Village shall in its fullest capacity cooperate with and provide assistance to the Zone Administrator on providing answers to developer's questions regarding municipal rules, regulations, cost, time lines, processes, etc.

G. ADDITIONAL INCENTIVES: This section does not prohibit the Village from extending additional tax incentives or reimbursements for businesses in the Enterprise Zone or throughout the municipality.

H. The Village will cooperate with Designated Zone Organizations to assist them in their operation.

SECTION FOUR

ZONE ADMINISTRATION

A. In accordance with the joint nature of the Enterprise Zone, a management organization is hereby established and known as the Cal-Sag Historic Waterways Enterprise Zone Administrative Entity (CSHWEZAE). The CSHWEZAE shall be the advocate and advisor

for Enterprise Zone development and shall select designated zone organizations. The CSHWEZAE shall consist of the chief elected official (CEO) of each participating governmental entity, the City of Blue Island, the Village of Alsip, the Village of Dixmoor, the Village of Robbins, the Village of Calumet Park and Cook County, and one representative appointed by each CEO. A quorum shall be considered two-thirds (2/3) of the participating governmental entities and a vote shall require a two-thirds (2/3) majority of participating governmental entities. Before any measure is undertaken, a Zone Administrator shall be selected by a two-thirds (2/3) vote of the CEO's of the participating governmental entities. The Zone Administrator shall have the duties and responsibilities described in Section 8 of the Illinois Enterprise Zone Act and shall be such.

B. Designated Zone Organizations shall be selected by a quorum and two-thirds (2/3) vote of the CSHWEZAE in accordance with subsection (A) of this section and shall meet the following standards:

- 1.) the membership of Designated Zone Organization shall consist substantially of residents of the Enterprise Zone;
- 2.) The Board of Directors of a designated Zone Organization shall consist substantially of residents of the Enterprise Zone;
- 3.) A Designated Zone Organization shall meet the requirements of Section 501 (c)(3) of the Internal Revenue Code;
- 4.) A Designated Zone Organization shall have as its primary purpose to perform the functions of Section 8 of the Illinois Enterprise Zone Act for the benefit of the residents and businesses of the Enterprise Zone.

SECTION FIVE

DURATION OF ZONE

The program established herein shall expire thirty (30) years from the date of IDCEO certification of the Cal-Sag Enterprise Zone (July 1, 1985).

SECTION SIX

AUTHORITY OF VILLAGE

The Mayor of the Village of Dixmoor will have the authority to execute such documents as may be necessary for making required applications including but not limited to the programs set forth in Section III and to execute such other documents on behalf of the Village of Dixmoor as are consistent with the intent and purpose of this ordinance. The Mayor of the Village of Dixmoor will serve on the CSHWEZAE and will appoint, with approval of the Board of Trustees, an additional member to serve on the CSHWEZAE.

SECTION SEVEN

REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance, shall be and the same are, hereby repealed.

SECTION EIGHT

SEPARABILITY

This ordinance and every provision thereof shall be considered separable; and the invalidity of any section, clause, paragraph, sentence or provision of the ordinance shall not affect the validity of any other portion of the ordinance.

SECTION NINE

EFFECTIVE DATE

This ordinance shall be in full force and effective from and after its passage, approval and publication in accordance with statute.

PASSED this 13th day of AUGUST, 2003.

Ayes:

Nays:

Absent:

Approved:


Mayor Donald C. Luster

Attest:


Village Clerk

Legal Description of Enterprise Zone

Those part of the corporate limits of the City of Blue Island, Calumet Park, Dixmoor and the Villages of Alsip and Robbins, and portions of unincorporated Cook County, all in Cook County, Illinois lying within the following boundaries:

Beginning at the intersection of 120th Street and Wood Street; thence south along Wood Street to 122nd Street; thence east along 122nd Street to Interstate Highway 57; thence south along Interstate Highway 57 to 123rd Street; thence west along 123rd Street to Lincoln Street; thence south along Lincoln Street to 124th Street; thence west along 124th Street to Winchester Avenue; thence southwesterly along the municipal boundary of Blue Island to Division Street; thence south along Division Street to 127th Street (Burr Oak Avenue); thence east along 127th Street to Wood Street; thence south along Wood Street to Union Street; thence east 660 feet; thence south to the extension of York Street; thence east along said extension to Ashland Avenue; thence South along Ashland Avenue to the Calumet-Sag Channel; thence easterly along the municipal boundary of Blue Island to its junction with the Little Calumet River; thence southwesterly and southeasterly along the northern and western shoreline of said river to the extension of 139th Street; thence west along said extension and along 139th Street to California Avenue; thence south along California Avenue to 142nd Street; thence west along 142nd Street to the first alley lying east of Kedzie Avenue; thence south 293 feet to the south end of alley; thence west to Kedzie Avenue; thence south along Kedzie Avenue to 143rd Street; thence west along 143rd Street to Interstate Highway 294; thence northwesterly along Interstate Highway 294 to Hamlin Avenue; thence north to 140th Street; thence west to Springfield Avenue; thence north to 136th Street; thence east to Hamlin Avenue; thence north to 135th Street; thence west to Pulaski Road; thence south to Midlothian Turnpike; thence southwesterly along Midlothian Turnpike to Keeler Avenue; thence north along Keeler Avenue to 135th Street; thence west along 135th Street to Kostner Avenue; thence north along Kostner Avenue; thence east along the southerly line of the Greater Chicago Sanitary District property to Pulaski Road; thence north to the Cal-Sag channel; thence northwesterly along the Cal-Sag channel to 127th Street; thence west along 127th Street to the Calumet-Sag Road; thence northwesterly along the Cal-Sag Road to Central Avenue; thence north to the Cal-Sag Channel; thence northwesterly along the Cal-Sag Channel to

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Ridgeland Avenue; thence north along Ridgeland Avenue to the northerly line of the Greater Sanitary District property line; thence east along said line to Interstate Highway 294; thence northwesterly along said highway to Ridgeland Avenue; thence northerly along Ridgeland Avenue to 115th Street; thence easterly along 115th Street to Austin Avenue; thence southerly along Austin Avenue and its southerly extension to Interstate Highway 294; thence southeasterly along said highway to Laramie Avenue; thence north along Laramie Avenue to 123rd Street; thence east along 123rd Street to a point 78 feet east of the first existing railroad track; thence north 33 feet; thence west to a point 12 feet east of and parallel to same railroad track; thence northerly along on last said line on a curve convex to the west having a radius of 398.28 feet, an arc distance of 37.95 feet, and a chord bearing of North 10 degrees 38 minutes 44 seconds East; thence North 13 degrees 04 minutes 23 seconds East 35.31 feet to a point of curve; thence northerly on a curve convex to the east having a radius of 422.28 feet, an arc distance of 254.46 feet, and a chord bearing of North 4 degrees 11 minutes 24 seconds West; thence North 60 degrees 33 minutes 29 seconds East 37.35 feet to a point of curve; thence easterly on a curve convex to the south having a radius of 385.28 feet, an arc distance of 290 feet, and a chord bearing of South 69 degrees 33 minutes 19 seconds East to a point of tangent; thence North 88 degrees 52 minutes 53 seconds East 125.75 feet to a point of curve; thence easterly on a curve convex to the north having a radius of 383.09 feet, an arc distance of 106.44 feet, and a chord bearing of South 83 degrees 09 minutes 31 seconds East; thence southeasterly on a curve convex to the northeast having a radius of 459.28 feet, an arc distance of 417.67 feet, and a chord bearing of South 49 degrees 08 minutes 47 seconds East to 123rd Street; thence east along 123rd Street, to Cicero Avenue; thence south along Cicero Avenue to 131st Street; thence southeasterly and east along 131st Street to Inland Drive; thence northerly and westerly along Inland Drive to the southerly extension of Kostner Avenue; thence northerly along said southerly extension and along Kostner Avenue to the southerly line of 128th Place; thence easterly along said southerly line to the easterly line of Lot 1 in BCR Subdivision; thence southerly along said easterly line to the northerly line of Lot 2 in said BCR Subdivision (also the southerly line of Lutheran Cemetery); thence easterly along said northerly line to the easterly line of Lot 2 in said BCR Subdivision (also the westerly line of Lot 3 in said BCR Subdivision); thence southerly along said easterly line of Lot 2 in said BCR Subdivision to the northerly line of Lot 3 in said BCR Subdivision (also the southerly line of Lutheran Cemetery); thence easterly along said northerly

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line of Lot 3 in said BCR Subdivision to the easterly line of Lot 3 in said BCR Subdivision (also the westerly line of Cambridge Square Apartment Development); thence southerly along said the easterly line of Lot 3 in said BCR Subdivision to the southerly line of Cambridge Square Apartment Development; thence northeasterly and easterly along the southerly line of said Cambridge Square Apartment Development to the easterly line of said Cambridge Square Apartment Development (also the westerly line of Alsip Public Storage Subdivision); thence easterly along the southerly line of Alsip Public Storage Subdivision to Pulaski Road; thence northerly along Pulaski Road to 127th Street (Burr Oak Avenue); thence easterly along 127th Street (Burr Oak Avenue) to the Baltimore and Ohio Railroad; thence northwesterly along said railroad to Central Park Avenue; thence north along Central Park Avenue to the Calumet Feeder; thence southeasterly along the Calumet Feeder to Homan Avenue; thence north along Homan Avenue to Lake Avenue; thence southeasterly along Lake Avenue to 127th Street; thence east along 127th Street to Kedzie Avenue; thence north along Kedzie Avenue to Minnesota Avenue; thence east along Minnesota Avenue to Sacramento Avenue; thence north along Sacramento Avenue to 126th Street to the Grand Trunk Railroad; thence northwesterly and northerly along said railroad to 119th Street; thence east along 119th Street past Division Street to the point where 119th Street ceases to be the municipal boundary of the City of Blue Island; thence along said boundary southwesterly, southeasterly, northeasterly, and easterly to the intersection of 120th Street and Wood Street, which is the place of beginning. All in Cook County, Illinois.

Also:

Those parts of Sections 29, 30, 31, & 32 in Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows:

Beginning at the northeast east corner of the Northeast Quarter of said Section 30 and running thence south on the east line thereof (being the center line of Ashland Avenue) to the center line of Halsted Street; thence south on said center line to the south line of the North Half of the East Half of the Southeast Quarter of said Section 29; thence west on said south line to the west line of Green Street extended south; thence north on the last described line and on the west line of said Green Street to the south line of the first east-west public alley south of said 123rd Street;

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thence westerly along the south line, and the extension thereof of said east-west alley to the southeasterly right of way line of the I.C. Railroad; thence southwesterly on said southeasterly line to the northerly extension of the east line of the first north-south public alley east of Ashland Avenue; thence south on the last described line and the southerly prolongation thereof to the north line of 126th Street; thence east on said north line to the west line of Laflin Street; thence north on said west line to the north line of 125th Street; thence east on said north line to the east line of Racine Avenue; thence south on said east line to the north line of 127th Street; thence east on said north line to the northerly extension of the east line of Vermont Subdivision (a subdivision in the West Half of the Northeast Quarter of said Section 32); thence south on the last described line and the southerly extension thereof to the easterly extension of the south line of Lot 4 in said Vermont Subdivision; thence west on the south line of Lots 4, 38, and 45 and the westerly extension thereof to the west line of Aberdeen Street; thence south on said west line to the southeast corner of Lot 1 in Vanderwal's Subdivision; thence westerly and southwesterly on the south line of Lots 1, 2, and 3 and on the northerly and northwesterly line of Lot 9 in said Vanderwal's Subdivision to the north line of the first east-west public alley south of 127th Street; thence west on said north line and the extension thereof to the west line of May Street; thence north on said west line to the southeast corner of Lot 48, Block 1 in Robert G. Crane's Addition to Calumet Park; thence west on the south line and the extension thereof of Lots 48 and 4 in Block 1 and on the south line and the extension thereof, of Lots 51 and 4 in Block 2 in said Robert G. Crane's Addition to the west line of Elizabeth Street; thence north on said west line to the north line of the south 10.00 feet of Lot 42 in Assessor's Subdivision of Good Acres; thence west on said north line to the west line of said Lot 42; thence south on said west line and the southerly extension thereof to the easterly prolongation of the south line of the north half of Lot 4 in said Assessor's Subdivision of Good Acres; thence westerly on the last described line and the westerly extension thereof to the west line of Throop Street; thence north on said west line to the southeast corner of the north 27 feet of Lot 4 in Mullenbrook "A" Subdivision; thence west on the south line of the north 27 feet of Lot 4 in said Mullenbrook "A" Subdivision and on the south line and the extension thereof of Lot 1 in Jimmy's Fifth Subdivision to the west line of Ada Street; thence north on said west line to the south line of the first east-west public alley south of 127th Street; thence westerly along the south line and the extension thereof, of the first east-west public alley south of 127th Street to the west line of Laflin Street; thence north on said west line

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to the south line of the first east-west public alley south of 127th Street; thence west on said south line and the extension thereof to the east line of the first north-south public alley east of Ashland Avenue; thence south on the east line of said north-south public alley and the southerly extension thereof to the northerly line of Vermont Street; thence easterly on said northerly line to the northerly prolongation of the east line of Bennett's Addition to Calumet Park (being a subdivision in the West Half of the Northeast Quarter of said Section 32); thence south on the last described line and the southerly prolongation thereof to the north bank of the Little Calumet River; thence westerly along the north bank of the Little Calumet River to the municipal boundary of Blue Island; thence west on said boundary to the center line of Ashland Avenue; thence north on said center line to the center line of Vermont Street; thence southwesterly on said center line to the west right of way line of I-57; thence north on said right of way line to the south line of the Northeast Quarter of said Section 31; thence west on said south line to the east line of Wood Street; thence north on said east line to the center line of 127th Street; thence west on said center line to the west line of the Southeast Quarter of said Section 30; thence north on said west line to the easterly right of way line of the C.R. I. & P. railroad; thence northeasterly on said easterly right of way line to the north line of Rexford & Bellamy Subdivision; thence east on said north line to the center line of Lincoln Street; thence north on said center line to the center line of 123rd Street; thence east on said center line to the west right of way line of I-57; thence north on said right of way line to the south line of 122nd Street (33.00 feet wide); thence west on said south line to the center line of Wood Street; thence north on said center line to the center line of 119th Street (north line of said Section 30); thence east on the center line of said 119th Street to the Point of Beginning in Cook County, Illinois.

Also:

Those parts of Fractional Sections 5, 6, and 7, Township 36 North, Range 14 East of the Third Principal Meridian North of the Indian Boundary Line, together with those parts of Fractional Sections 6 and 7, Township 36 North, Range 14 East of the Third Principal Meridian, South of the Indian Boundary Line, bounded and described as follows:

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Beginning at the northwest corner of the Southwest Quarter of said Section 6, North of the Indian Boundary Line and running thence east on the north line thereof to the center line of Cooper Avenue; thence south on said center line to the northwesterly line extended of Young's Addition to Harvey (being a subdivision of part of said Section 6, North of the Indian Boundary Line); thence northeasterly on said northwesterly line and the northeasterly extension thereof to the north right of way line of Indiana Harbor Belt Railroad; thence easterly on said right of way line to the Indian Boundary Line; thence northeasterly on the said Indian Boundary Line to the east line of Section 6, South of the Indian Boundary Line; thence south on said east line to the Little Calumet River; thence northwesterly along the Little Calumet River to the east line of Ashland Avenue; thence southerly along said east line to the north line of Forest Manor Subdivision (being a subdivision in the Southeast Fractional Quarter of Section 6, South of the Indian Boundary Line); thence east on said north line to the east line of Section 6 last described; thence south on said east line and on the east line of Section 7, South of the Indian Boundary Line, to the center line of 145th Street; thence west on said center line and the westerly extension thereof to the southwesterly right of way line of the Grand Trunk Western Railroad; thence northwesterly on said right of way line to the west line of Dixie Highway extended; thence northwesterly along the west line of Dixie Highway to the west line of Section 6, North of the Indian Boundary Line; thence north on said west line to the Point of Beginning, all in Cook County, Illinois.

ORDINANCE No. 31

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 2316 JOLIET AVENUE IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND GMAC MORTGAGE

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, GMAC Mortgage (hereinafter the "*GMAC*"), is the owner of a certain parcel of real property, identified by permanent index number (PIN) 29-07-136-041-0000 and commonly known as 2316 Joliet Avenue, Dixmoor, Illinois (hereinafter the "*Subject Property*"); and,

WHEREAS, the Subject Property is improved with a one story, single-family, framed structure located in a B-1 Neighborhood Shopping District; and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Property located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Property, upon satisfaction of all terms and conditions hereinafter set forth in its offer to purchase the Subject Property and in accordance with its endeavor to further economic development.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Real Estate Contract (the "*Contract*"), a copy of which is attached hereto and made a part hereof, to convey certain real property identified therein by and between the Village, Buyer, and GMAC Mortgage, Seller, is hereby approved substantially in the form presented.

Section 3. That the Village President and Village Clerk are hereby authorized to execute said Contract and any other document necessary to implement the provisions thereof.

Section 4. That the Village President and Village Clerk are hereby authorized to execute any and all documents required in order to implement the Contract under the terms and conditions as stated therein.

Section 5. That Special Council to the Village of Dixmoor is hereby authorized to negotiate and undertake any and all actions on the part of the Village as contained in said Contract to complete satisfaction of any and all conditions stated therein.

PASSED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 22nd day of October 2003.

APPROVED:

Rev. Donald C. Luster

Village President

ATTEST:

Juanita Gordon

Village Clerk

ORDINANCE No. 32

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING MAY 1, 2003 AND ENDING APRIL 30, 2004, OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, the Village of Dixmoor caused to be published in a newspaper of general circulation due notice of a public hearing on this Ordinance and such public hearing having occurred with said Ordinance being available to the general public for inspection at least ten days prior to its adoption.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the following sums, or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Dixmoor, Cook County, Illinois, for the fiscal year beginning May 1, 2003, and ending April 30, 2004. Such appropriations are hereby made for the following objects and purposes:

<i>Corporate Fund</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
<i>Administrative Department</i>		
Salary of Village President	\$ 9,360.00	
Salary of Liquor Commissioner	\$ 5,100.00	
Salary of Clerk	\$ 8,640.00	
Salary of Collector	\$ 33,260.00	
Salary of Deputy/Assistant Clerk	\$ 16,882.00	
Salary of Village Trustees (6)	\$ 51,840.00	
Salary of Treasurer	\$ 32,200.00	
Salary of Village Employees		
Insurance and Benefits	\$ 89,401.00	\$58,303.00
Custodial Expense	\$ 15,525.00	
Payroll Tax Expense	\$115,000.00	
Repair & Maintenance Building	\$ 5,175.00	
Repair & Maintenance Equipment	\$ 5,750.00	
Alarm System	\$ 7,475.00	
Telephone Service	\$ 50,025.00	
Telephone Repair Service	\$ 5,750.00	
Utilities – Gas	\$ 9,775.00	
Utilities – Lights	\$ 54,740.00	
Printing	\$ 6,900.00	
Publication of Legal Notices	\$ 4,025.00	

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DEC 30 2003

DAVID ORR
TAX EXTENSION DIVISION

Professional Publications	\$ 7,475.00
Postage	\$ 2,875.00
Professional, Legal, Auditing, Consulting Expenses	\$143,750.00
Travel Expenses for Village Officials	\$ 6,325.00
Supplies – Other Departments	\$ 22,885.00
Cleaning Supplies	\$ 1,380.00
Employee Expense	\$ 1,725.00
Wireless	\$ 11,500.00
Special Events	\$ 6,900.00

<i>Total</i>	<u>\$731,638.00</u>	<u>\$58,303.00</u>
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<i>Police Department</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
Salaries/Wages of Police Officers	\$531,352.00	\$17,491.00
Overtime	\$ --	
Maintenance & Repair Vehicles	\$ 17,250.00	
Maintenance & Repair Equipment	\$ 5,750.00	
Communications	\$ 41,400.00	
Dues & Subscriptions	\$ 230.00	
Printing & Publications	\$ 2,300.00	
Postage	\$ 1,150.00	
Travel	\$ 1,150.00	
Fees	\$ 230.00	
Training	\$ 8,050.00	
Laboratory Testing	\$ 1,898.00	
Office Supplies	\$ 4,600.00	
Supplies	\$ 2,300.00	
Gas and Oil	\$ 17,250.00	
Uniforms	\$ 9,200.00	
Prisoner Food	\$ 575.00	
Equipment Purchases	\$ --	
Equipment Computers	\$ --	
Equip-Radio & Safety	\$ --	

<i>Total</i>	<u>\$644,685.00</u>	<u>\$17,491.00</u>
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<i>Fire Department</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
Salaries/Wages of Firefighters	\$250,706.00	\$17,491.00
Maintenance & Repair Vehicles	\$ 19,550.00	
Maintenance & Repair Equipment	\$ 11,500.00	
Communications	\$ 13,800.00	
Mobile Phone	\$ --	
Dues – Subscriptions	\$ 1,150.00	
Printing – Publications	\$ 863.00	
Postage	\$ 345.00	

Fees	\$ --
Training	\$ 5,750.00
Hazardous Materials Resp.	\$ 1,725.00
Office Supplies	\$ 1,150.00
Supplies	\$ --
Gas and Oil	\$ 3,450.00
Uniforms	\$ 6,900.00
Miscellaneous	\$ 5,750.00
Equipment Purchases	\$ 13,800.00

<i>Total</i>	<u>\$336,439.00</u>	<u>\$17,491.00</u>
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<i>Street, Bridge & Alley Department</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
Salaries	\$ 74,750.00	
Overtime	\$ 5,750.00	
Maintenance & Repair Vehicles	\$ 28,750.00	
Maintenance & Repair Equipment	\$ 11,500.00	
Maintenance & Repair Sys.	\$ 36,800.00	
Street Lighting	\$ 40,250.00	\$13,992.00
Rentals	\$ 1,380.00	
Supplies	\$ 31,050.00	
Gas and Oil	\$ 6,900.00	
Equipment Purchases	\$ 23,000.00	

<i>Total</i>	<u>\$260,130.00</u>	<u>\$13,992.00</u>
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<i>Motor Fuel Tax</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
Transfer to General Fund	\$ --	
Transfer Special Service Area	\$ --	

<i>Total</i>	\$ --	
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Sanitation	\$ --	
Garbage Disposal	\$ 16,560.00	\$46,643.00

<i>Total</i>	<u>\$ 16,560.00</u>	<u>\$46,643.00</u>
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<i>Insurance</i>	<i>Budgeted for the Year</i>	<i>To be Raised by Levy</i>
Workmens' Compensation Insurance/		
General Liability Insurance	\$ 74,750.00	\$ 84,000.00
Unemployment Taxes	\$ 17,250.00	
Judgments and Debt		\$160,939.00

<i>Total</i>	<u>\$ 92,000.00</u>	<u>\$244,939.00</u>
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Audit	Budgeted for the Year	To be Raised by Levy
Audit Expense/Service Audit	\$ 65,000.00	\$ 61,320.00
<i>Total</i>	<u>\$ 65,000.00</u>	<u>\$ 61,320.00</u>

Lease	Budgeted for the Year	To be Raised by Levy
Equipment Lease	\$ 46,000.00	\$ 27,720.00
<i>Total</i>	<u>\$ 46,000.00</u>	<u>\$ 27,720.00</u>

Social Security & Medicare	Budgeted for the Year	To be Raised by Levy
Medicare Insurance Tax	\$ --	
Social Security Insurance Tax	\$ 69,000.00	\$ 86,751.00
<i>Total</i>	<u>\$ 69,000.00</u>	<u>\$ 86,751.00</u>

Section 2. That the Village Clerk is hereby authorized and directed to urgently publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect immediately after its adoption, approval and publication in accordance with 65 ILCS 5/1-2-4.

Section 3. That if any section, subdivision, sentence or line item of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or provisions of this Ordinance.

Section 4. That a certified copy of this Ordinance shall be filed with the Clerk of the County of Cook, State of Illinois within 30 days after adoption.

ADOPTED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 29 day of December 2003 by the following roll call vote.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	✓			
Trustee Martha Loggins	✓			
Trustee Henry Murphey	✓			
Trustee Jerry Smith				✓
Trustee Robert Warren				✓
Trustee Yolanda Williams-Corner	✓			
Village President Donald C. Luster	✓			
Total	5			2

29 APPROVED by the Village President of the Village of Dixmoor, Cook County, Illinois this
day of December 2003:

Rev. Donald C. Luster
Village President Donald C. Luster

Attest:

Quanita Sardon
Village Clerk

Published this 30th day of December 2003, at the hour of ___ pm.

Quanita Sardon
Village Clerk

ORDINANCE No. 33

DEC 30 2003

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2003 AND ENDING APRIL 30, 2004 OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "Village"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, the President and Board of Trustees of the Village of Dixmoor, have heretofore passed, adopted and published an Appropriations Ordinance for the Village, which Ordinance is now in full force and effect for the fiscal year ending April 30, 2004.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That taxes are hereby levied upon all taxable property within the Village of Dixmoor for the fiscal year ending April 30, 2004, for the following specific purposes, which are detailed further in the respective sums in the pages following, shown next to the heading "To Be Raised by Tax Levy."

<u>COOK COUNTY CLERK FUND ACCOUNT #</u>	<u>DESCRIPTION OF FUND</u>	<u>STATUTORY AUTHORITY*</u>	<u>AMOUNT</u>	<u>TO BE USED FOR APPROPRIATION LINE/ITEM AND PURPOSE</u>
001	Corporate	65 ILCS 5/8-3-1	\$58,303	Employer Insurance - Life & Hospital
004	Garbage	65 ILCS 5/11-19-4	\$46,643	Garbage Disposal
009	Street & Bridge	65 ILCS 5/11-81-1-2	\$13,992	Street Lighting
013	Fire Protection	65 ILCS 5/11-7-1	\$17,491	Wages of Firefighters
014	Police Protection	65 ILCS 5/11-1-3	\$17,491	Wages of Police Officers
016	Social Security	40 ILCS 5/21-110	\$86,751	Social Security Insurance
018	Audit	65 ILCS 5/8-8-8	\$61,320	Auditors' Service
027	Purchase Agreement	65 ILCS 5/11-76-1-1	\$27,720	Equipment Lease
076	Judgement Fund	745 ILCS 10/9-107	\$160,939	Reserve for Judgements & Debts
251	Workmen's Compensation	745 ILCS 10/9-107	\$84,000	Workmen's Compensation/ General Liability Insurance
	TOTAL		\$574,650	

* Statutory authority is cited for illustration purposes only and is not intended to limit the authority of the Village of Dixmoor to levy the tax indicated to the particular statute.

Section 3. That the Village President and Village Clerk are hereby empowered and directed to file a duly certified copy of this Ordinance with the County Clerk of the County of Cook, Illinois.

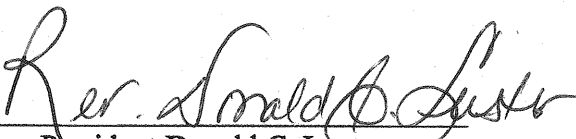
Section 4. That all unexpired appropriations for the fiscal year ending April 30, 2003, are hereby continued for the purpose for which they were appropriated and levied.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

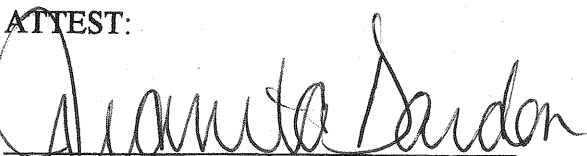
ADOPTED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 29 day of December 2003 by the following roll call vote.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	✓			
Trustee Martha Loggins	✓			
Trustee Henry Murphey	✓			
Trustee Jerry Smith			✓	
Trustee Robert Warren			✓	
Trustee Yolanda Williams-Corner	✓			
Village President Donald C. Luster	✓			
Total	5		2	

APPROVED by the Village President of the Village of Dixmoor, Cook County, Illinois this 29 day of December 2003:


Village President Donald C. Luster

ATTEST:


Village Clerk

State of Illinois)
) SS.
County of Cook)

RECEIVED BY
COOK CO. CLERKS OFFICE

DEC 30 2003

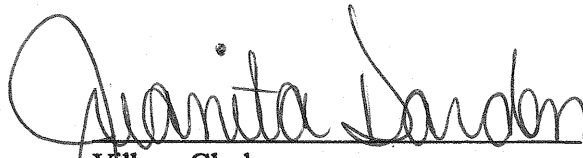
DAVID ORR
TAX EXTENSION DIVISION

CERTIFICATION

I, Juanita Darden, Village Clerk of the Village of Dixmoor, County of Cook, State of Illinois, **DO HEREBY CERTIFY** that the foregoing is a true and correct copy of Ordinance Number 03-, which is entitled: "*AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2003 AND ENDING APRIL 30, 2004 OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS.*"

I DO FURTHER CERTIFY that said Ordinance was duly passed and approved by roll call vote of the Corporate Authorities of the Village of Dixmoor, County of Cook, State of Illinois on the 29th day of December 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Dixmoor, Illinois, at the said Village, in the County of Cook, State of Illinois, on this 29th day of December 2003.


Village Clerk
Village of Dixmoor

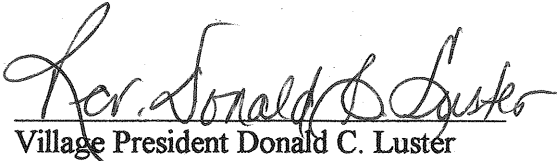
[SEAL]

State of Illinois)
) SS.
County of Cook)

TRUTH-IN-TAXATION CERTIFICATION

I, Donald C. Luster, Village President of the Village of Dixmoor, County of Cook, State of Illinois, **DO HEREBY CERTIFY** that certain provisions of the Truth in Taxation Act were followed by the Village of Dixmoor as to the passage of Ordinance Number 03rd 33 entitled: "*AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2003 AND ENDING APRIL 30, 2004 OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS,*" which was adopted by the Corporate Authorities of the Village of Dixmoor, on the 29 day of December 2003.

IN WITNESS WHEREOF, I have hereunto set my hand, at the said Village, in the County of Cook, State of Illinois, on this 29 day of December 2003.


Village President Donald C. Luster

RECEIVED BY
COOK CO. CLERKS OFFICE

DEC 30 2003

DAVID ORR
TAX EXTENSION DIVISION

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR THE
VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for the Village of Dixmoor for 2003 will be held on December 29, 2003, at 6:00pm at the Village Hall, 170 West 145th Street, Dixmoor, Illinois.
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Village Clerk Juanita Darden at 170 West 145th Street, Dixmoor, Illinois, 708.389.6121.
- II. The corporate and special purpose property taxes extended or abated for 2002 were \$547,286.
The proposed corporate and special purpose property taxes to be levied for 2003 are \$574,650. This represents a 5% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2002 were \$0.00.
The estimated property taxes to be levied for debt service and public building commission leases for 2003 are \$0.00. This represents a 0% increase over the previous year.
- IV. The total property taxes extended or abated for 2002 were \$363,986. The estimated total property taxes to be levied for 2003 are \$574,650. This represents a 58% increase over the previous year. Any notice, which includes any information not specified and required by this Article, shall be an invalid notice.
All hearings shall be open to the public. The corporate authority of the taxing district must explain the reasons for the proposed levy and shall permit persons desiring to be heard an opportunity to present testimony within reasonable time limits as the authority determines.

Village of Dixmoor

Note to Publisher: Type print must be 12 point in size, the black border must be 1/4 inch wide and this notice must be 1/8 page in size. This notice shall not be published in the section of the newspaper where legal notices and classified advertisements appear.

RECEIVED BY
COOK CO. CLERKS OFFICE

DEC 30 2003

DAVID O'NEILL
TAX EXTENSION DIVISION

ORDINANCE No. 34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MUNICIPAL LEASE AND OPTION CONTRACT FOR THE LEASE OF AN E-ONE VT35 TYPHOON PUMPER BY AND BETWEEN E-ONE, INC. AND THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, E-One, Incorporated (hereinafter the "*E-One*"), is the owner of certain equipment described as a VT35 Typhoon Pumper mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis (SO#127675; VIN# ENRAAA8431007675) and commonly referred to as a VT35 Typhoon Pumper (hereinafter the "*Typhoon Pumper*"); and,

WHEREAS, it is in the best interest of the Village of Dixmoor to lease said Typhoon Pumper, upon satisfaction of all terms and conditions hereinafter set forth in the Municipal Lease and Option Contract, identified as Lease Number 5294-001, in accordance with its endeavor to safeguard the public health and welfare of its citizenry; and,

WHEREAS, the Village has determined that the leasing of the Typhoon Pumper for \$200,000.00, payable in ten annual payments with an interest rate computed at 4.57% per annum and as more fully set forth within the Payment Schedule, a copy of which is attached hereto and made a part hereof as *Exhibit A*, will ensure the ability of the Fire Department of the Village of Dixmoor to carry out its primary mission to protect and serve the citizens of the Village of Dixmoor.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

- Section 1.* That the above recitals are incorporated herein and made a part hereof.
- Section 2.* That the Municipal Lease and Option Contract (the "*Lease Contract*"), identified as Lease Number 5294-001, a copy of which is attached hereto and made a part hereof, to lease a VT35 Typhoon Pumper mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis identified therein by and between E-One, Incorporated, Lessor, and the Village of Dixmoor, Lessee, is hereby approved substantially in the form presented.
- Section 3.* That the Village President and Village Clerk are hereby authorized to execute said Lease Contract and any other document necessary to implement the provisions thereof.

Section 4. That the Village President and Village Clerk are hereby authorized to execute any and all supplemental documents required in order to implement the Lease Contract and to acquire and to execute any and all documents necessary to provide for insurance coverage requirements imposed under the terms and conditions as stated therein.

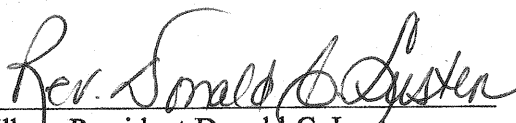
Section 5. That the Village Treasurer is hereby authorized to make such necessary lease and interest payments in accordance with the Payment Schedule as contained in said Lease Contract to complete satisfaction of any and all obligations stated therein.

Section 6. That the Chief of the Fire Department of the Village of Dixmoor, or his designated representative, is hereby authorized to inspect said leased equipment to ensure satisfactory arrival as represented in the Contract Lease and is further authorized to maintain said equipment in good repair, working order and condition throughout the term of the Lease Contract.

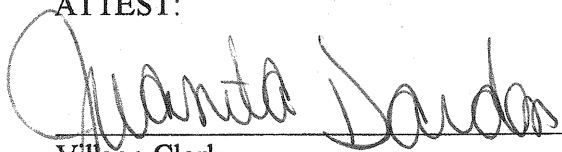
PASSED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 29 day of December 2003.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	✓			
Trustee Martha Loggins	✓			
Trustee Henry Murphey	✓			
Trustee Jerry Smith			✓	
Trustee Robert Warren			✓	
Trustee Yolanda Williams-Corner	✓			
Village President Donald C. Luster	✓			
Total	5		2	

APPROVED:


Village President Donald C. Luster

ATTEST:


Village Clerk

This Ordinance must be adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office and must be published at least twice within 30 days after its passage in a newspaper of general circulation within the municipality. This Ordinance will not become effective until 30 days after its second publication.

Municipal

Lease No. 5294-001

Lessor: E-One, Inc.
1415 W. 22nd Street, Suite 1100
Oak Brook, IL 60523
Phone: 800-934-6569

Lessee: Village of Dixmoor, Illinois
170 W. 145th Street
Dixmoor, IL 60426
Contact: Chief Robert Morrin
Phone: 708-389-9441

QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)		
1	E-One VT35 Pumper Mounted on an E-One Tphoon 4-Door Till-Cab Chassis (SO #127675; VIN #4LNRAAA431007675)		
Lease Term	Total Equipment Cost	Rent Due (Period)	No./Amount of Rental Payments
120 Months	\$ 200,000.00	Annually in Arrears	See payment schedule attached hereto and made a part hereof ("Payment Schedule")

MUNICIPAL LEASE AND OPTION CONTRACT

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions listed herein

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor as follows:
A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State").
B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessor further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement. Lessor shall cause to be executed an opinion of its counsel in form acceptable to Lessor.
C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
D. The equipment is, and shall remain during the period the Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II: DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal Terms as will constitute the number of months set forth on the face of this Agreement.
"Lessor" means the entity designated on the face of this Agreement as Lessor hereunder.

"Purchase Price" means the amount set forth in the Payment Schedule attached to this Agreement and subject to the terms of Article IX which Lessee may, at its option, pay to Lessor in order to purchase the Equipment.
"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year coterminous with Lessor's fiscal year except the last of such automatic renewal periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rent Payments shall be as provided in the attached Payment Schedule.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III: COMMENCEMENT OF LEASE TERM.
 The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessor as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessor's then current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessor gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION. Lessor shall have the right at all reasonable times to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS.
 Section 5.01 Rent Payments to Constitute a Current

Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Rent Payments. Lessee shall pay Rent Payments, exclusively from legally available funds to Lessor in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as, and represents payment of, interest and principal, respectively. Any amounts not paid when due shall be subject to past due interest at a rate of 18% per annum or the highest rate permitted by law, whichever is lower.

Notwithstanding any other provision of the agreement and under any and all circumstances, Lessee is obligated to pay interest to Lessor on the purchase price (remaining balance) at the per annum rate specified in this agreement for each day this agreement remains in effect.

Section 5.03 Rent Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional. Lessee shall make all such payments when due and shall not withhold, set off, abate or counter claim any such payment as a result of any dispute, whether between Lessor and Lessee or otherwise (including, but not limited to, disputes concerning alleged or actual defects, malfunctions, breakdowns or infirmities of the Equipment).

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rent Payments hereunder. Lessee further intends to do all things lawfully within its power to obtain funds from which Rent Payments may be made, including making a provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Nonappropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rent Payments from other sources, the Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Rent Payments provided for in the Agreement beyond the Original Term or the Renewal Term, whichever is the current term, provided the Lessee terminates the agreement on an anniversary date of its Commencement Date and Lessee delivers notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. In the event of termination of this Agreement on other than an anniversary of the Commencement Date, a pro-rata rent payment will be due covering the period of time between the last scheduled payment date and the termination date. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, proactively to deliver the Equipment to Lessor at the location specified by Lessor; in such event, and to the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of equipment similar to the Equipment subject to the Agreement.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Sections 11.01 or nonappropriation as set forth in Section 5.05, title to the

Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessor's or Lessor's name, to endorse the name of Lessee upon any certificate of title, bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02 Security Interest. Lessee's obligations and liabilities to Lessor under this Agreement, and all other obligations of Lessee to Lessor or any of Lessor's affiliates howsoever evidenced, created or incurred shall be defined and referred to herein as the "Liabilities." To secure prompt payment to Lessor of the Liabilities, and the prompt performance of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom including, without limitation, any insurance proceeds relating to the Equipment. Nothing herein shall permit Lessee to sell the Equipment in violation of this Agreement. Lessee hereby agrees to take all necessary steps to perfect Lessor's security interest in the Collateral. Lessee hereby agrees and does hereby appoint Lessor or its agents or assigns its true and lawful attorney-in fact to prepare, execute and sign any instrument or financing statement necessary to protect Lessor's interest in the Equipment subject herein, and to sign the name of Lessee with the same force and effect as if signed by Lessee, and to file same at the proper location or locations. Lessee further agrees, if Lessor so requests, to execute any instrument or financing statement necessary to protect Lessor's interest in the Equipment. After Lessee has made all payments required by the Agreement, Lessee will own the Equipment free and clear of any lien or encumbrance of Lessor.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. In the event the use, possession, acquisition ownership, or transfer of the Equipment is subject to taxation in any form (except for income taxes of Lessor), Lessee shall pay as the same respectively come due, all such taxes and other governmental charges of any kind whatsoever that may, at any time, be assessed or levied against or with respect to the use, possession, acquisition, ownership, or transfer of the Equipment pursuant to this Agreement.

Section 7.03 Insurance. At its own expense and at all times during the Lease Term, Lessee shall maintain casualty, public liability and property damage insurance on the Equipment (or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment) sufficient to protect the Full Insurable Value (meaning the full replacement value of the Equipment if purchased now or the then applicable Purchase Price, whichever is greater), and to protect Lessor from any and all liability related to the Equipment. Upon the request of Lessor, Lessee shall furnish to Lessor insurance certificates and such other material as necessary to fulfill Lessor's satisfaction of its insurance obligations as set forth in this Section 7.03. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties; provided, however, that the aforementioned insurance requirements are satisfied. If Lessee shall insure similar properties by self insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance policies shall name Lessee and Lessor as assureds and loss payees according to

their respective interests in the Equipment and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DISCLAIMER OF WARRANTIES.

The equipment is covered by the regular printed warranty, if any, of the Manufacturer. Lessee acknowledges and agrees that the Manufacturer's warranty provides Lessee with its sole and exclusive warranty rights and that Lessor has not made any warranty or representation with respect to the Equipment, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

ARTICLE IX: OPTION TO PURCHASE

Provided Lessee has made all payments owed pursuant to Section 5.02 and is not in default hereunder, Lessee, may, upon giving Lessor not less than ninety (90) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any annual anniversary of the Commencement Date for the applicable Purchase Price as set forth in the Payment Schedule attached hereto, which amount shall be due and payable on the day following the annual anniversary of the Commencement Date.

ARTICLE X: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION.

Section 10.01 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, transferred or encumbered by Lessee.

Section 10.02 Assignment by Lessor. This Agreement, and the obligation of Lessee to make payments hereunder, are not assignable, saleable, or transferable by Lessor, in whole or in part.

Section 10.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State in which Lessee is located, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, attorney's fees and expenses, penalties and interest arising out of or as the result of Lessee or its employees' or agents negligence with regard to the Equipment. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

ARTICLE XI: EVENTS OF DEFAULT AND REMEDIES.

Section 11.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to timely pay any payment required to be paid hereunder;
- B. Lessee's failure to perform any other covenant, condition or obligation on its part to be performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied.
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 11.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

A. With or without terminating this Agreement, retake possession of the Equipment and the Additional Collateral and sell, lease or sublease the Equipment and the Additional Collateral with the net proceeds thereof to be applied to Lessee's obligations hereunder.

B. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof.

C. If Lessor is unable to repossess the Equipment or the Additional Collateral for any reason, the Equipment and the Additional Collateral shall be deemed a total loss and Lessee shall pay to Lessor the then applicable Purchase Price as set forth in the Payment Schedule attached hereto; and

D. Whenever a default is existing, Lessor may declare all payments immediately due and payable without presentment, demand, or notice of any kind. In addition, Lessee shall be obligated to pay all costs of collection, repossession and enforcement of rights hereunder including reasonable attorney's fees.

E. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and the Additional Collateral.

Section 11.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII: MISCELLANEOUS.

Section 12.01 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by facsimile with proof of successful transmission, by overnight courier, or when mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 12.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and respective successors and assigns.

Section 12.03 Severability. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04 Execution in counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.05 Power of Attorney. Lessee hereby authorizes Lessor to file IRS Form 8038-G or 8038 GC on behalf of Lessee, which provides information to the IRS on tax exempt leases and installment sales. Lessee hereby appoints Lessor's representative as attorney in fact solely for the purpose of signing the above referenced informational form.

Section 12.06 Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 12.07 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature of

its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Section 12.08 Forum Selection and Consent to Jurisdiction.

Any litigation based hereon, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the Lessee shall be brought and maintained exclusively in the courts of the State of Illinois or in the United States District Court for the Northern District of Illinois; provided, however, that any suit seeking enforcement against any collateral or other property may be brought, at the lessor's option, in the courts of any jurisdiction where such collateral or other property may be found. Each of the Lessor and the Lessee hereby expressly and irrevocably submits to the jurisdiction of the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois for the purpose of any such litigation as set forth above and irrevocably agrees to be bound by any judgement rendered thereby in connection with such litigation. Each of the Lessor and Lessee further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of Illinois. Each of the Lessor and Lessee hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have now or hereafter to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. To the extent that the Lessee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgement, attachment in aid of execution or otherwise) with respect to itself or its property, Lessee hereby irrevocably waives such immunity in respect of its obligations under this Agreement.

Section 12.09 Waiver of Jury Trial. The Lessor and the Lessee hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the Lessee. The Lessee acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lessor entering into this Agreement.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE
MADE A PART HEREOF.

	<input checked="" type="checkbox"/> Date: 12/29/03 <small>LESSOR ACKNOWLEDGES RECEIVING AND RECEIVING A COPY OF THIS AGREEMENT</small>
E-One, Inc. <small>(Lessor)</small>	Village of Dixmoor, Illinois <small>(Lessee Name as Allowed)</small> <small>The undersigned affirms that he has been duly authorized to execute this Agreement on behalf of the above-named Lessee.</small>
By:	<input checked="" type="checkbox"/> By: <i>Rev. Donald C. Duster</i>
Title:	<input checked="" type="checkbox"/> Title: <i>Mayer</i>

Insurance Coverage Requirements

(This letter should be given to your insurance broker/agent to ensure proper coverage and documentation)

(PLEASE NOTE: COVERAGE NEED NOT GO INTO EFFECT UNTIL DELIVERY)

Subject: E-One VT35 Pumper Mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis
(SO #127675; VIN #4ENRAA8431007675)

Ladies and Gentlemen:

Under the terms of the Municipal Lease and Option Agreement between the Village of Dixmoor, Illinois and E-One, Inc. the following insurance coverage is required:

- a. Auto Physical Damage/Collision coverage for the full value of the equipment.
- b. Automobile Comprehensive/Theft coverage for the full value of the equipment.
- c. Auto Liability Insurance in the amount of \$1,000,000.

All coverages shall be evidenced by Certificate of Insurance naming E-One, Inc. as Additional Insured and Loss Payee.

Please issue a Certificate of Insurance at your earliest convenience and forward to:

E-One, Inc.
c/o Federal Signal Leasing
1415 W. 22nd St., Suite 1100
Oak Brook, IL 60523
Attn.: Joanne Deigan

Your prompt reply is most appreciated. Should you have any questions regarding this matter, please feel free to contact me.

Village of Dixmoor, Illinois
("Lessee")

X By: Mr. Donald C. Buxter
X Title: Mayor

Lease No. 5294-001

Lessor: E-One, Inc.
1415 W. 22nd Street, Suite 1100
Oak Brook, IL 60523
Phone: 800-934-6569

Lessee: Village of Dixmoor, Illinois
170 W. 145th Street
Dixmoor, IL 60426
Contact: Chief Robert Morrin
Phone: 708-389-9441

QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)		
1	E-One VT35 Pumper Mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis (SO #127675; VIN #1LNRAA8431007675)		
Lease Term	Total Equipment Cost	Rent Due (Period)	No /Amount of Rental Payments
120 Months	\$ 200,000.00	Annually in Arrears	See payment schedule attached hereto and made a part hereof ("Payment Schedule")

ACCEPTANCE CERTIFICATE

The undersigned, as Lessor under the Municipal Lease and Option Agreement (the "Agreement") referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and agrees that it will commence payments in accordance with Article V of the Agreement.

1/2/04

X Commencement Date

Village of Dixmoor, Illinois
(Lessee)
X By: Rev. Donald C. Luster
X Title: Mayer

LESSEE: PLEASE RETAIN THIS PAGE, IF NECESSARY, FOR EXECUTION UPON ACCEPTANCE OF THE EQUIPMENT AND THEN RETURN SAME TO LESSOR.

**MID-AMERICA TRUCK & EQUIPMENT COMPANY
PERIODIC MAINTENANCE AGREEMENT**

I, Donald C. Luster, representing Village of Dixmoor agree to have a qualified technician of Mid-America perform a Periodic Maintenance on the following pieces of our equipment.

Maintenance types: **Pumper/Squad**
Aerial
Ambulance

MANUFACTURER	MODEL	TYPE OF MAINTENANCE	UNIT #
<u>E-ONE</u>	<u>VT35</u>	<u>Semi-Annual (A)(B)</u>	<u>2200</u>

The inspection includes a computerized report and minor adjustments. Field service inspections include travel time, mileage, and all expenses.

Don C. Luster

AUTHORIZED REPRESENTATIVE

MID-AMERICA REPRESENTATIVE

DATE: 12/29/03

BILLING ADDRESS

COMPANY: Village of Dixmoor
 ADDRESS: 170 West 145th St
Dixmoor, IL 60426
 PHONE: (708) 389-6121
 FAX: (708) 389-9717

Is a Purchase Order required for billing? Yes ___ No
 Blanket Purchase Order Number: _____

Payment Schedule

Lessee: Village of Dixmoor, IL
 Equip: E-One VT35 Typhoon Pumper

Lease No: #5294-001

Number and frequency of payments:

10 Annual payments in arrears
 Interest computed at 4.57 % per annum

	Payment Amount	Payment applied to Interest	Payment applied to Principal	Purchase price (remaining balance)
Total sales price				\$200,000.00
Trade-in allowed			0.00	200,000.00
Down payment			0.00	200,000.00
Payment 1	25,362.83	9,140.00	16,222.83	183,777.17
Payment 2	25,362.83	8,398.62	16,964.21	166,812.96
Payment 3	25,362.83	7,623.35	17,739.48	149,073.48
Payment 4	25,362.83	6,812.66	18,550.17	130,523.31
Payment 5	25,362.83	5,964.92	19,397.91	111,125.40
Payment 6	25,362.83	5,078.43	20,284.40	90,841.00
Payment 7	25,362.83	4,151.43	21,211.40	69,629.60
Payment 8	25,362.83	3,182.07	22,180.76	47,448.84
Payment 9	25,362.83	2,168.41	23,194.42	24,254.42
Payment 10	25,362.83	1,108.41	24,254.42	0.00
Totals	253,628.30	53,628.30	200,000.00	

Balances not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by law, whichever is less.

Interest accrues daily, at the rate indicated above, on the outstanding principal balance (listed in "Purchase price" column).

E-One, Inc.
 Lessor

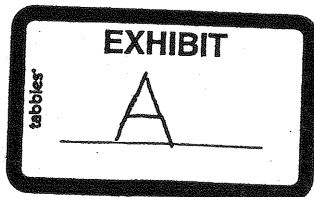
By: _____

Title: _____

Village of Dixmoor, IL
 Lessee

X By: Dr. Donald Chustri

X Title: Mayer



ORDINANCE No. 34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MUNICIPAL LEASE AND OPTION CONTRACT FOR THE LEASE OF AN E-ONE VT35 TYPHOON PUMPER BY AND BETWEEN E-ONE, INC. AND THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, E-One, Incorporated (hereinafter the "*E-One*"), is the owner of certain equipment described as a VT35 Typhoon Pumper mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis (SO#127675; VIN# ENRAAA8431007675) and commonly referred to as a VT35 Typhoon Pumper (hereinafter the "*Typhoon Pumper*"); and,

WHEREAS, it is in the best interest of the Village of Dixmoor to lease said Typhoon Pumper, upon satisfaction of all terms and conditions hereinafter set forth in the Municipal Lease and Option Contract, identified as Lease Number 5294-001, in accordance with its endeavor to safeguard the public health and welfare of its citizenry; and,

WHEREAS, the Village has determined that the leasing of the Typhoon Pumper for \$200,000.00, payable in ten annual payments with an interest rate computed at 4.57% per annum and as more fully set forth within the Payment Schedule, a copy of which is attached hereto and made a part hereof as *Exhibit A*, will ensure the ability of the Fire Department of the Village of Dixmoor to carry out its primary mission to protect and serve the citizens of the Village of Dixmoor.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

- Section 1.* That the above recitals are incorporated herein and made a part hereof.
- Section 2.* That the Municipal Lease and Option Contract (the "*Lease Contract*"), identified as Lease Number 5294-001, a copy of which is attached hereto and made a part hereof, to lease a VT35 Typhoon Pumper mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis identified therein by and between E-One, Incorporated, Lessor, and the Village of Dixmoor, Lessee, is hereby approved substantially in the form presented.
- Section 3.* That the Village President and Village Clerk are hereby authorized to execute said Lease Contract and any other document necessary to implement the provisions thereof.

Section 4. That the Village President and Village Clerk are hereby authorized to execute any and all supplemental documents required in order to implement the Lease Contract and to acquire and to execute any and all documents necessary to provide for insurance coverage requirements imposed under the terms and conditions as stated therein.

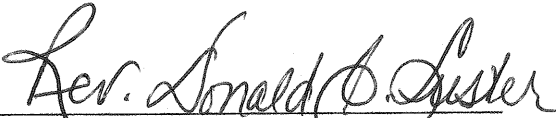
Section 5. That the Village Treasurer is hereby authorized to make such necessary lease and interest payments in accordance with the Payment Schedule as contained in said Lease Contract to complete satisfaction of any and all obligations stated therein.

Section 6. That the Chief of the Fire Department of the Village of Dixmoor, or his designated representative, is hereby authorized to inspect said leased equipment to ensure satisfactory arrival as represented in the Contract Lease and is further authorized to maintain said equipment in good repair, working order and condition throughout the term of the Lease Contract.

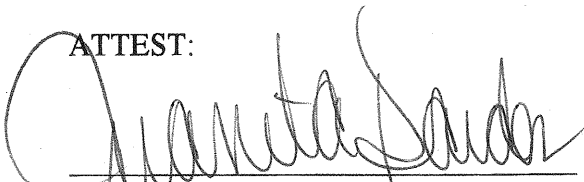
PASSED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 29 day of December 2003.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	✓			
Trustee Martha Loggins	✓			
Trustee Henry Murphey	✓			
Trustee Jerry Smith			✓	
Trustee Robert Warren			✓	
Trustee Yolanda Williams-Corner	✓			
Village President Donald C. Luster	✓			
Total	5		2	

APPROVED:


 Village President Donald C. Luster

ATTEST:


 Village Clerk

This Ordinance must be adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office and must be published at least twice within 30 days after its passage in a newspaper of general circulation within the municipality. This Ordinance will not become effective until 30 days after its second publication.

Municipal

Lease No. 5294-001

Lessor: E-One, Inc.
1415 W. 22nd Street, Suite 1100
Oak Brook, IL 60523
Phone: 800-934-6569

Lessee: Village of Dixmoor, Illinois
170 W. 145th Street
Dixmoor, IL 60426
Contact: Chief Robert Marris
Phone: 708-389-9441

QUANTITY	EQUIPMENT DESCRIPTION (Indicate Make, Model, Serial No. and all Attachments)		
1	E-One VT35 Pumper Mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis (SO #127675; VIN #4LNRAAA84R1007675)		
Lease Term	Total Equipment Cost	Rent Due (Period)	No./Amount of Rental Payments
120 Months	\$ 200,000.00	Annually in Arrears	See payment schedule attached hereto and make a part hereof ("Payment Schedule")

MUNICIPAL LEASE AND OPTION CONTRACT

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions listed herein

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor as follows:

A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State").

B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessor further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement. Lessor shall cause to be executed an opinion of its counsel in form acceptable to Lessor.

C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

D. The equipment is, and shall remain during the period the Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II: DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal Terms as will constitute the number of months set forth on the face of this Agreement.

"Lessor" means the entity designated on the face of this Agreement as Lessor hereunder.

"Purchase Price" means the amount set forth in the Payment Schedule attached to this Agreement and subject to the terms of Article IX which Lessee may, at its option, pay to Lessor in order to purchase the Equipment.

"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year coterminous with Lessor's fiscal year except the last of such automatic renewal periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rent Payments shall be as provided in the attached Payment Schedule.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's then current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessor gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION. Lessor shall have the right at all reasonable times to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS.

Section 5.01 Rent Payments to Constitute a Current

Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Rent Payments. Lessee shall pay Rent Payments, exclusively from legally available funds to Lessor in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as, and represents payment of, interest and principal, respectively. Any amounts not paid when due shall be subject to past due interest at a rate of 18% per annum or the highest rate permitted by law, whichever is lower.

Notwithstanding any other provision of the agreement and under any and all circumstances, Lessee is obligated to pay interest to Lessor on the purchase price (remaining balance) at the per annum rate specified in this agreement for each day this agreement remains in effect.

Section 5.03 Rent Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional. Lessee shall make all such payments when due and shall not withhold, set off, abate or counter claim any such payment as a result of any dispute, whether between Lessor and Lessee or otherwise (including, but not limited to, disputes concerning alleged or actual defects, malfunctions, breakdowns or infirmities of the Equipment).

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rent Payments hereunder. Lessee further intends to do all things lawfully within its power to obtain funds from which Rent Payments may be made, including making a provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Nonappropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rent Payments from other sources, the Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Rent Payments provided for in the Agreement beyond the Original Term or the Renewal Term, whichever is the current term, provided the Lessor terminates the agreement on an anniversary date of its Commencement Date and Lessee delivers notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. In the event of termination of this Agreement on other than an anniversary of the Commencement Date, a prorated rent payment will be due covering the period of time between the last scheduled payment date and the termination date. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessor's cost and expense, peacefully to deliver the Equipment to Lessor at the location specified by Lessor; in such event, and to the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of equipment similar to the Equipment subject to the Agreement.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Sections 11.01 or nonappropriation as set forth in Section 5.05, title to the

Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessor's or Lessor's name, to endorse the name of Lessee upon any certificate of title, bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02 Security Interest. Lessee's obligations and liabilities to Lessor under this Agreement, and all other obligations of Lessee to Lessor or any of Lessor's affiliates howsoever evidenced, created or incurred shall be defined and referred to herein as the "Liabilities." To secure prompt payment to Lessor of the Liabilities, and the prompt performance of all Lessee's obligations under this Agreement, Lessor grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessories and substitutions thereto, and on any proceeds therefrom including, without limitation, any insurance proceeds relating to the Equipment. Nothing herein shall permit Lessee to sell the Equipment in violation of this Agreement. Lessee hereby agrees to take all necessary steps to perfect Lessor's security interest in the Collateral. Lessee hereby agrees and does hereby appoint Lessor or its agents or assigns its true and lawful attorney-in fact to prepare, execute and sign any instrument or financing statement necessary to protect Lessor's interest in the Equipment subject herein, and to sign the name of Lessee with the same force and effect as if signed by Lessee, and to file same at the proper location or locations. Lessee further agrees, if Lessor so requests, to execute any instrument or financing statement necessary to protect Lessor's interest in the Equipment. After Lessee has made all payments required by the Agreement, Lessee will own the Equipment free and clear of any lien or encumbrance of Lessor.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. In the event the use, possession, acquisition ownership, or transfer of the Equipment is subject to taxation in any form (except for income taxes of Lessor), Lessee shall pay as the same respectively come due, all such taxes and other governmental charges of any kind whatsoever that may, at any time, be assessed or levied against or with respect to the use, possession, acquisition, ownership, or transfer of the Equipment pursuant to this Agreement.

Section 7.03 Insurance. At its own expense and at all times during the Lease Term, Lessee shall maintain casualty, public liability and property damage insurance on the Equipment (or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment) sufficient to protect the Full Insurable Value (meaning the full replacement value of the Equipment if purchased now or the then applicable Purchase Price, whichever is greater), and to protect Lessor from any and all liability related to the Equipment. Upon the request of Lessor, Lessee shall furnish to Lessor insurance certificates and such other material as necessary to fulfill Lessor's satisfaction of its insurance obligations as set forth in this Section 7.03. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties; provided, however, that the aforementioned insurance requirements are satisfied. If Lessee shall insure similar properties by self insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance policies shall name Lessee and Lessor as assureds and loss payees according to

their respective interests in the Equipment and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DISCLAIMER OF WARRANTIES.

The equipment is covered by the regular printed warranty, if any, of the Manufacturer. Lessee acknowledges and agrees that the Manufacturer's warranty provides Lessee with its sole and exclusive warranty rights and that Lessor has not made any warranty or representation with respect to the Equipment, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

ARTICLE IX: OPTION TO PURCHASE

Provided Lessee has made all payments owed pursuant to Section 5.02 and is not in default hereunder, Lessee, may, upon giving Lessor not less than ninety (90) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any annual anniversary of the Commencement Date for the applicable Purchase Price as set forth in the Payment Schedule attached hereto, which amount shall be due and payable on the day following the annual anniversary of the Commencement Date.

ARTICLE X: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION.

Section 10.01 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, transferred or encumbered by Lessee.

Section 10.02 Assignment by Lessor. This Agreement, and the obligation of Lessee to make payments hereunder, are not assignable, saleable, or transferable by Lessor, in whole or in part.

Section 10.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State in which Lessee is located, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, attorney's fees and expenses, penalties and interest arising out of or as the result of Lessee or its employees' or agents negligence with regard to the Equipment. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

ARTICLE XI: EVENTS OF DEFAULT AND REMEDIES.

Section 11.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to timely pay any payment required to be paid hereunder;
- B. Lessee's failure to perform any other covenant, condition or obligation on its part to be performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied.
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 11.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

A. With or without terminating this Agreement, retake possession of the Equipment and the Additional Collateral and sell, lease or sublease the Equipment and the Additional Collateral with the net proceeds thereof to be applied to Lessee's obligations hereunder.

B. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof.

C. If Lessor is unable to repossess the Equipment or the Additional Collateral for any reason, the Equipment and the Additional Collateral shall be deemed a total loss and Lessee shall pay to Lessor the then applicable Purchase Price as set forth in the Payment Schedule attached hereto; and

D. Whenever a default is existing, Lessor may declare all payments immediately due and payable without presentment, demand, or notice of any kind. In addition, Lessee shall be obligated to pay all costs of collection, repossession and enforcement of rights hereunder including reasonable attorney's fees.

E. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and the Additional Collateral.

Section 11.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII: MISCELLANEOUS.

Section 12.01 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by facsimile with proof of successful transmission, by overnight courier, or when mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 12.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and respective successors and assigns.

Section 12.03 Severability. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04 Execution in counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.05 Power of Attorney. Lessee hereby authorizes Lessor to file IRS Form 8038-G or 8038-GC on behalf of Lessee, which provides information to the IRS on tax exempt leases and installment sales. Lessee hereby appoints Lessor's representative as attorney in fact solely for the purpose of signing the above referenced informational form.

Section 12.06 Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 12.07 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature of

its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Section 12.08 Forum Selection and Consent to Jurisdiction.

Any litigation based hereon, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the Lessee shall be brought and maintained exclusively in the courts of the State of Illinois or in the United States District Court for the Northern District of Illinois; provided, however, that any suit seeking enforcement against any collateral or other property may be brought, at the lessor's option, in the courts of any jurisdiction where such collateral or other property may be found. Each of the Lessor and the

Lessee hereby expressly and irrevocably submits to the jurisdiction of the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois for the purpose of any such litigation as set forth above and irrevocably agrees to be bound by any judgement rendered thereby in connection with such litigation. Each of the Lessor and Lessee further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of Illinois. Each of the Lessor and Lessee hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have now or hereafter to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. To the extent that the Lessee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgement, attachment in aid of execution or otherwise) with respect to itself or its property, Lessee hereby irrevocably waives such immunity in respect of its obligations under this Agreement.

Section 12.09 Waiver of Jury Trial. The Lessor and the Lessee hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the Lessee. The Lessee acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lessor entering into this Agreement.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE
MADE A PART HEREOF.

	<input checked="" type="checkbox"/> Date: <i>December 29, 2003</i>
	<small>LESSOR ACKNOWLEDGES TO ADOPTING AND RECEIVING A COPY OF THIS AGREEMENT</small>
E-One, Inc. (Lessor)	Village of Dixmoor, Illinois <small>(Lessee Name as Above)</small>
	<small>This undersigned certifies that he has been duly authorized to execute this Agreement on behalf of the above-named Lessee</small>
By:	<input checked="" type="checkbox"/> By: <i>Donald B. Foster</i>
Title:	<input checked="" type="checkbox"/> Title: <i>Mayor</i>

Insurance Coverage Requirements

(This letter should be given to your insurance broker/agent to ensure proper coverage and documentation)

(PLEASE NOTE: COVERAGE NEED NOT GO INTO EFFECT UNTIL DELIVERY)

Subject: E-One VT35 Pumper Mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis
(SO #127675; VIN #4ENRAAA8431007675)

Ladies and Gentlemen:

Under the terms of the Municipal Lease and Option Agreement between the Village of Dixmoor, Illinois and E-One, Inc. the following insurance coverage is required:

- a. Auto Physical Damage/Collision coverage for the full value of the equipment.
- b. Automobile Comprehensive/Theft coverage for the full value of the equipment.
- c. Auto Liability Insurance in the amount of \$1,000,000.

All coverages shall be evidenced by Certificate of Insurance naming E-One, Inc. as Additional Insured and Loss Payee.

Please issue a Certificate of Insurance at your earliest convenience and forward to:

E-One, Inc.
c/o Federal Signal Leasing
1415 W. 22nd St., Suite 1100
Oak Brook, IL 60523
Attn.: Joanne Delgan

Your prompt reply is most appreciated. Should you have any questions regarding this matter, please feel free to contact me.

Village of Dixmoor, Illinois

("Lessor")

X By:

Mr. Donald C. Guster

X Title:

Mayor

Lease No. 5294-001

Lessor: E-One, Inc.
1415 W. 22nd Street, Suite 1100
Oak Brook, IL 60523
Phone: 800-934-6569

Lessee: Village of Dixmoor, Illinois
170 W. 145th Street
Dixmoor, IL 60426

Contact: Chief Robert Morrin
Phone: 708-389-9441

QUANTITY	EQUIPMENT DESCRIPTION (include Make, Model, Serial No. and all Attachments)		
1	E-One VT35 Pumper Mounted on an E-One Typhoon 4-Door Tilt-Cab Chassis (SO #127675; VIN #1LNRAAA8431007675)		
Lease Term	Total Equipment Cost	Rent Due (Period)	No /Amount of Rental Payments
120 Months	\$ 200,000.00	Annually in Arrears	See payment schedule attached hereto and made a part hereof ("Payment Schedule")

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Municipal Lease and Option Agreement (the "Agreement") referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and agrees that it will commence payments in accordance with Article V of the Agreement.

1/2/04
X Commencement Date

Village of Dixmoor, Illinois
(Lessee)
X By: Raymond C. Luster
X Title: Mayor

LESSEE: PLEASE RETAIN THIS PAGE, IF NECESSARY, FOR EXECUTION UPON ACCEPTANCE OF THE EQUIPMENT AND THEN RETURN SAME TO LESSOR.

**MID-AMERICA TRUCK & EQUIPMENT COMPANY
PERIODIC MAINTENANCE AGREEMENT**

I, Donald C. Huster, representing Village of Dixmoor agree to have a qualified technician of Mid-America perform a Periodic Maintenance on the following pieces of our equipment.

Maintenance types: **Pumper/Squad**
Aerial
Ambulance

MANUFACTURER	MODEL	TYPE OF MAINTENANCE	UNIT #
<u>E-ONE</u>	<u>VT35</u>	<u>Semi-Annual (A)(B)</u>	<u>2200</u>

The inspection includes a computerized report and minor adjustments. Field service inspections include travel time, mileage, and all expenses.

By Donald C. Huster

AUTHORIZED REPRESENTATIVE

MID-AMERICA REPRESENTATIVE

DATE: 12/29/13

BILLING ADDRESS

COMPANY: Village of Dixmoor
 ADDRESS: 170 W. 145th Street
Dixmoor, IL 60426
 PHONE: (708) 389-6121
 FAX: (708) 389-9717

Is a Purchase Order required for billing? Yes No
 Blanket Purchase Order Number: _____

Payment Schedule

Lessee: Village of Dixmoor, IL
 Equip: E-One VT35 Typhoon Pumper

Lease No: #5294-001

Number and frequency of payments:

10 Annual payments in arrears
 Interest computed at 4.57 % per annum

		<u>Payment Amount</u>	<u>Payment applied to Interest</u>	<u>Payment applied to Principal</u>	<u>Purchase price (remaining balance)</u>
Total sales price					\$200,000.00
Trade-in allowed				0.00	200,000.00
Down payment				0.00	200,000.00
Payment	1	25,362.83	9,140.00	16,222.83	183,777.17
Payment	2	25,362.83	8,398.62	16,964.21	166,812.96
Payment	3	25,362.83	7,623.35	17,739.48	149,073.48
Payment	4	25,362.83	6,812.66	18,550.17	130,523.31
Payment	5	25,362.83	5,964.92	19,397.91	111,125.40
Payment	6	25,362.83	5,078.43	20,284.40	90,841.00
Payment	7	25,362.83	4,151.43	21,211.40	69,629.60
Payment	8	25,362.83	3,182.07	22,180.76	47,448.84
Payment	9	25,362.83	2,168.41	23,194.42	24,254.42
Payment	10	25,362.83	1,108.41	24,254.42	0.00
Totals		<u>253,628.30</u>	<u>53,628.30</u>	<u>200,000.00</u>	

Balances not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by law, whichever is less.

Interest accrues daily, at the rate indicated above, on the outstanding principal balance (listed in "Purchase price" column).

E-One, Inc.
Lessor

Village of Dixmoor, IL
Lessee

By: _____

X By:

Donald C. Luster

Title: _____

X Title:

Mayer

