

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



Jim Hrejsa  
Tim Kaponek

## Village Trustees

Mitchell Mlenkovic  
Sam Savopoulos  
Leandra Torres  
Jeff White

Jeff Walk  
Village President

Audrey McAdams  
Village Clerk

REGULAR MEETING  
BOARD OF TRUSTEES  
Stickney Village Court Room  
6533 W. Pershing Road

Tuesday, February 4, 2025

7:00 p.m.

## Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Possible motion and final action to permit member (s) to attend by electronic participation
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Pass and Approve Ordinance 2025-01, "An Ordinance Authorizing and Approving a Master Tax-Exempt Lease/Purchase Agreement and Addendum with U.S. Bancorp Government Leasing and Finance, Inc. Related to the Previously Authorized Purchase of Certain Vehicles for the Village of Stickney Fire Department"
8. Approve Resolution 03-2025, "A Resolution of the Village of Stickney Declaring its Intention to Reimburse Itself From the Proceeds of One or More Tax-Exempt Financings for Certain Expenditures Made and /or to be Made in Connection With the Acquisition of a Fire Apparatus"
9. Approve Resolution 04-2025, "A Resolution Authorizing and Approving a Quote from All Star General Contracting, Inc. for a Roofing Project for the Village of Stickney"
10. Report from the Mayor
  - a. Presentation
11. Report from the Clerk
12. Trustee Reports/Committee Reports
13. Reports from Department Heads
14. Public Comments
15. Adjournment

Posted January 31, 2025

January 21, 2025

State of Illinois  
County of Cook  
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, January 21, 2025, at 7:02 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:  
Trustees White, Milenkovic, Kapolnek and Hrejsa  
Absent: Trustees Savopoulos and Torres

Trustee Hrejsa moved, duly seconded by Trustee Kapolnek to approve the minutes of the regular board meeting held on Tuesday, January 7, 2025.

Upon the roll call, the following Trustee voted:  
Ayes: Trustees White, Milenkovic, Kapolnek and Hrejsa  
Nays: None  
Absent: Trustees Savopoulos and Torres  
Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Milenkovic that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustee voted:  
Ayes: Trustees White, Milenkovic, Kapolnek and Hrejsa  
Nays: None  
Absent: Trustees Savopoulos and Torres  
Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee White to Approve Resolution 02-2025, "A Resolution Authorizing and Approving a Proposal from Cris24 C/B/A ONSOLVE to Provide Services to the Police Department for the Village of Stickney"

Upon the roll call, the following Trustee voted:  
Ayes: Trustees White, Milenkovic, Kapolnek and Hrejsa  
Nays: None  
Absent: Trustees Savopoulos and Torres  
Mayor Walik declared the motion carried.

Prior to the roll call vote, Mayor Walik asked Police Chief Sasseti to explain this resolution. We learned that this is a renewal of our Code Red notification system. We were able to negotiate with the vendor to give us a greater discount for a five-year contract. Considering that we need some sort of emergency notification system, they worked toward getting us a greater discount with this five-year contract. The mayor commented that there was a time limit to get it before the board. The Chief remarked that the contract expires on February 3.

**MAYOR'S REPORT:** He thanked people for coming out. The temperature was zero on his car thermometer. He asked that people check on their neighbors. The police department is open to help people without heat. Check Facebook for updates.

**CLERK'S REPORT:** She asked a question for Trustee Milenkovic who is Stickney's Drone Czar. She wanted to know if The Midway Noise Compatibility Commission talks about the Drones that have been seen on the east coast. The trustee replied that they have not. He will ask this question at next Thursday's meeting. The mayor commented that the major topic of these meetings appears to be window replacements. He felt that we do not need to be involved with their issues.

**TRUSTEE REPORTS:**

**Trustee Milenkovic:** Prior to his report, the mayor directed attention to the new court room sound board that has been installed by Interim Public Works Director Sam Alonzo. The trustee provided us with the "Tree Board Advisory" meetings for 2025: March 20, 2025; July 17, 2025; October 16, 2025; They are held in the village conference room. He then reminded us of the Midway Noise Compatibility Commission meeting this Thursday to be held at the Mayfield Banquet facility, 6072 S. Archer. Anyone can attend. There will be a report from the Chicago Department of Aviation on airport updates, fourth quarter 2024 Airport Management System report, Residential Noise Management System reports, Residential Sound Insulation Program, Midway Order Mitigation and Warranty Services.

The mayor further explained that the court room sound system was not working, and they determined that it was the sound board. Sam Alonzo said that now it is all Blue Tooth technology.

**DEPARTMENT REPORTS:**

**Fire Chief Jeff Boyajian:** He gave us an update on the new ladder truck. Last week he learned that it will be available for final inspection on February 2. On February 12 and 13, he, along with the truck committee will travel to Appleton Wisconsin to do the final inspection on the truck. Whatever we find wrong will be resolved. Once that is accomplished, they will drive it to Aurora where their showroom is located. At that time the truck will go through the dealer prep, the ladder installed, and a paint stripe will be added to the side. New pictures came out last week.

The mayor asked Interim Public Works Director Sam Alonzo if we got all the road salt in from last year's allocation. He was told us that 64,000 more tons of 2023 salt need to be ordered before any 2024/25 salt can be ordered. We did have 164,000 tons. After the couple of salt applications we did; he was able to order a couple more tons to get it in there. We have 64,000 more left and it must be ordered before March 1. We approved for the storage before March 1. We then will have to order 80% of 500 tons in 2025. The building is full right now.

Birthday wishes were given to Chief Sassetti and Trustee Kapolnek.

**POLICE CHIEF JIM SASSETTI:** The two squads that were ordered have arrived and they are striped and outfitted and will be in service next week. In December 2024, we responded to 2,743 calls for service. He received a 2024 report today from our advocacy center offering outreach services to sixty of the seventy-nine domestic

violence victims from our community. We have seen an increase in domestic-related crime over the course of the year. They are reaching out to those victims and offering them services. We forward them every domestic report and go through the States Attorney's Office, and they follow up and offer victims of domestic violence services dependent on what type of services they require. It goes through the Tinley Park Crisis Center. We are not told what type of services they provided.

The mayor commented that he has received numerous compliments on our police and fire services.

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:27 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this \_\_\_ day of \_\_\_\_\_, 2025

Jeff Walik, President

**Village of Stickney**  
**Warrant Number 24-25-19**

EXPENDITURE APPROVAL LIST  
 FOR VILLAGE COUNCIL MEETING ON  
 February 4, 2025

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		145,208.95
02 WATER FUND		8,870.89
03 MOTOR FUEL TAX FUND		12,240.19
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		2,744.50
09 BOND & INTEREST FUND		
	Subtotal:	169,064.53
General Fund Payroll	1/30/2025	242,413.84
Water Fund Payroll	1/30/2025	17,206.09
	Subtotal:	259,619.93
Total to be Approved by Village Council		428,684.46

Approvals:

\_\_\_\_\_  
 Jeff Walik, Mayor

\_\_\_\_\_  
 Audrey McAdams, Village Clerk

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 1/17/2025 Through 1/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
509477	Airgas USA LLC	1/17/2025	930.38
509478	Bell Fuels, Inc.	1/17/2025	4,222.78
509479	Berwyn ACE Hardware	1/17/2025	17.99
509480	Brookfield Auto Center	1/17/2025	1,460.55
509482	Citizens Bank	1/17/2025	4,210.32
509483	Cummins Sales and Service	1/17/2025	855.16
509484	DEL GALDO LAW GROUP LLC	1/17/2025	5,022.50
509485	Eckert Enterprises, Inc.	1/17/2025	1,455.00
509486	Fullmer Locksmith Service	1/17/2025	57.00
509487	Haiges Machinery, Inc.	1/17/2025	264.65
509488	Lenny's Gas N Wash Cicero and Pershi...	1/17/2025	646.20
509489	MARK T. KOZELKA	1/17/2025	459.06
509490	Menards - Hodgkins	1/17/2025	79.99
509491	Mid-States Organized Crime Informatio...	1/17/2025	200.00
509492	Minuteman Press of Lyons	1/17/2025	301.22
509493	Minuteman Security Technologies	1/17/2025	360.00
509494	Mitchell Wido Investigative Consulting ...	1/17/2025	3,900.00
509495	Municipal Emergency Services	1/17/2025	554.34
509496	Municipal Web Services	1/17/2025	282.00
509498	NTVA ACCOUNTING DEPARTMENT	1/17/2025	16,319.03
509499	Outfitter's	1/17/2025	720.00
509500	Partners and Paws Veterinary Services	1/17/2025	759.22
509501	PUBLIC AGENCY TRAINING COUNCIL	1/17/2025	125.00
509502	RAY O'HERRON CO. INC.	1/17/2025	1,667.19
509503	Russo's Power Equipment, Inc.	1/17/2025	269.99
509504	Standard Equipment Company	1/17/2025	2,086.36
509505	The Eagle Uniform Co.	1/17/2025	164.75
509506	Westfield Ford, Inc.	1/17/2025	546.24
509507	Woodlake Occupational Health	1/17/2025	578.00
509508	Aero Removals	1/28/2025	425.00
509509	Air One Equipment, Inc.	1/28/2025	1,585.00
509510	Artistic Engraving	1/28/2025	895.00
509511	BOUND TREE MEDICAL LLC	1/28/2025	225.90
509512	Canon Financial Services, Inc.	1/28/2025	2,881.09
509513	Deece Automotive	1/28/2025	1,665.00
509514	Eckert Enterprises, Inc.	1/28/2025	3,851.00
509516	Johnson Controls Security Solutions	1/28/2025	1,487.86
509518	Menards - Hodgkins	1/28/2025	36.98
509519	Metro Garage, Inc.	1/28/2025	542.35
509520	Minuteman Press of Lyons	1/28/2025	197.50
509521	Municipal Emergency Services	1/28/2025	192.10
509522	NORTH EAST MULTI-REGIONAL TRAI...	1/28/2025	425.00
509523	NTVA ACCOUNTING DEPARTMENT	1/28/2025	10,950.05
509524	RAY O'HERRON CO. INC.	1/28/2025	434.99
509525	TERMINIX ANDERSON	1/28/2025	85.75
509526	The Eagle Uniform Co.	1/28/2025	184.00
509527	THOMSON REUTERS-WEST	1/28/2025	376.99
509528	VERIZON	1/28/2025	2,621.89
509529	WASTE MANAGEMENT	1/28/2025	33,786.98
509530	Yuritz RC Landscaping Inc	1/28/2025	2,660.00
509531	Action Target	1/30/2025	500.79
509532	Adam Guzman	1/30/2025	134.26
509533	Advantage Chevrolet	1/30/2025	99.83
509534	Air Comfort	1/30/2025	795.00
509535	American Carnival Mart	1/30/2025	1,242.00

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 1/17/2025 Through 1/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
509537	B and B Maintenance, Inc	1/30/2025	2,180.00
509538	Bell Fuels, Inc.	1/30/2025	2,954.22
509540	Cintas Corporation - #21	1/30/2025	93.26
509541	CINTAS	1/30/2025	142.01
509542	Costco - Citicard	1/30/2025	282.33
509543	DEL GALDO LAW GROUP LLC	1/30/2025	7,229.45
509545	HRP Chicago LLC	1/30/2025	2,600.00
509546	IAFC Membership	1/30/2025	309.17
509547	Johnson Controls Security Solutions	1/30/2025	567.75
509548	Konica Minolta Business Solutions U.S....	1/30/2025	78.06
509550	Novotny Engineering	1/30/2025	905.00
509551	NTIVA ACCOUNTING DEPARTMENT	1/30/2025	3,115.00
509552	Onsolve, LLC	1/30/2025	6,960.47
509553	Rebecca Maday	1/30/2025	140.00
509554	The Eagle Uniform Co.	1/30/2025	855.00
<b>Total 01 - General Fund</b>			<b>145,208.95</b>

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 02 - Water Fund  
 From 1/17/2025 Through 1/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
509478	Bell Fuels, Inc.	1/17/2025	2,111.40
509497	NICOR GAS	1/17/2025	432.99
509515	Ferguson Waterworks	1/28/2025	49.75
509516	Johnson Controls Security Solutions	1/28/2025	221.90
509517	Julle, Inc.	1/28/2025	1,016.35
509536	ASSOCIATED TECHNICAL SERVICES L...	1/30/2025	1,060.00
509538	Bell Fuels, Inc.	1/30/2025	1,477.09
509544	ETP LABS INC.	1/30/2025	160.00
509549	Metropolitan Industries, Inc	1/30/2025	100.00
509550	Novotny Engineering	1/30/2025	2,241.41
	<b>Total 02 - Water Fund</b>		<b>8,870.89</b>



**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 03 - Motor Fuel Tax Fund  
 From 1/17/2025 Through 1/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
509481	Cargill Salt Road Safety	1/17/2025	7,703.86
509539	Cargill Salt Road Safety	1/30/2025	4,536.33
	Total 03 - Motor Fuel Tax Fund		12,240.19

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 08 - Capital Projects Fund  
 From 1/17/2025 Through 1/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
509550	Novotny Engineering	1/30/2025	2,744.50
	Total 08 - Capital Projects Fund		2,744.50
Report Total			169,064.53

**ORDINANCE NO. 2025-01**

**AN ORDINANCE AUTHORIZING AND APPROVING A MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT AND ADDENDUM WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. RELATED TO THE PREVIOUSLY AUTHORIZED PURCHASE OF CERTAIN VEHICLES FOR THE VILLAGE OF STICKNEY FIRE DEPARTMENT.**

**WHEREAS**, the Village of Stickney (the “Village”) is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village President (the “President”) and the Board of Trustees of the Village (the “Board” and with the President, the “Corporate Authorities”) previously approved the purchase a Fire Apparatus vehicle (the “Vehicle”); and

**WHEREAS**, U.S. Bancorp Government Leasing and Finance, Inc. (“U.S. Bancorp”) has proposed a certain master tax-exempt lease/purchase agreement and addendum (together, the “Agreement”), attached hereto and incorporated herein as Exhibit A, to allow for the lease with a purchase option of said Vehicle; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into the Agreement with U.S. Bancorp; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the “Attorney”) is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement with U.S. Bancorp and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his designee to execute any and all documents related to the Agreement as shall be approved by the President and the Attorney. The Village

Clerk is hereby authorized and directed to attest to and countersign, if required, the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**SECTION 4: HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5: SEVERABILITY.** The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6: SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7: PUBLICATION.** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED this \_\_\_ day of \_\_\_\_\_, 2025.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED in my  
office this \_\_\_ day of  
\_\_\_\_\_, 2025**

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

**EXHIBIT A**

**DOCUMENT CHECKLIST**  
**PLEASE SCAN ALL OF THE DOCUMENT TO EFGLFDOCS@USBANK.COM**  
**PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW**

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS  
(NO FRONT & BACK COPIES, PLEASE)

**RETURN ALL ORIGINALS TO:**

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
KEVIN JARAMILLO  
1310 MADRID STREET  
MARSHALL, MN 56258  
303-585-4079

- Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Schedule No. 3** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1**
- Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.
  - o **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- Acceptance Certificate – Exhibit 5.** date that all equipment is delivered, installed and accepted is the date that should be placed on the "DATE" line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.
- Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out. Please **provide a copy** for closing and **mail the original to the IRS** at the following address (pre-paid UPS label will be provided upon request):

Internal Revenue Service Center  
Department of Treasury  
1973 Rulon White Blvd  
Ogden, UT 84201-1000
- Vehicle Titling Memo**
- Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

## **ADDENDUM (ILLINOIS)**

### **Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of March 14, 2025 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Village of Stickney ("Lessee"), is intended to modify and supplement Property Schedule No. 3 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of September 11, 2020 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is amended and restated with respect to the Property Schedule as follows:
  - (a) Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Property Schedule.
  - (b) Section 7.03 of the Master Agreement is deleted in its entirety.
  - (c) Section 13.02(b) of the Master Agreement is amended and restated to read in its entirety as follows:

Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:
  - (a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5/5-1012, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.
  - (b) If Lessee is a municipality, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.
  - (c) If Lessee is a school district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 105, §5/19-1 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*; and the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.
  - (d) If Lessee is a fire district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §705/12 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.
  - (e) If Lessee is a hospital district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §910/21.2 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.



IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Village of Stickney</b>
By:
Name: Jeff Walik
Title: Village President

Attest:
By
Name: Audrey McAdams
Title: Village Clerk

## Property Schedule No. 3

### Master Tax-Exempt Lease/Purchase Agreement

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This **Property Schedule No. 3** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 11, 2020, between U.S. Bancorp Government Leasing and Finance, Inc., and Village of Stickney.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is March 14, 2025.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by April 6, 2025.

*(Page intentionally left blank. Signature page to follow)*

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Village of Stickney</b>
By:
Name: Jeff Walik
Title: Village President

Attest:

By
Name: Audrey McAdams
Title: Village Clerk

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 3 to Master Tax-Exempt Lease/Purchase Agreement** between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**PROPERTY LOCATION:**

6433 43rd Street

Address

Stickney , IL 60402

City, State Zip Code

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$1,415,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	14-Sep-2025	90,169.09	55,784.59	34,384.50	NA
2	14-Mar-2026	90,169.09	57,140.15	33,028.94	NA
3	14-Sep-2026	90,169.09	58,528.66	31,640.43	1,280,853.00
4	14-Mar-2027	90,169.09	59,950.90	30,218.19	1,219,103.57
5	14-Sep-2027	90,169.09	61,407.71	28,761.38	1,155,853.63
6	14-Mar-2028	90,169.09	62,899.92	27,269.17	1,091,066.72
7	14-Sep-2028	90,169.09	64,428.39	25,740.70	1,024,705.48
8	14-Mar-2029	90,169.09	65,994.00	24,175.09	956,731.67
9	14-Sep-2029	90,169.09	67,597.65	22,571.44	887,106.09
10	14-Mar-2030	90,169.09	69,240.27	20,928.82	815,788.61
11	14-Sep-2030	90,169.09	70,922.81	19,246.28	742,738.11
12	14-Mar-2031	90,169.09	72,646.23	17,522.86	667,912.49
13	14-Sep-2031	90,169.09	74,411.54	15,757.55	591,268.61
14	14-Mar-2032	90,169.09	76,219.74	13,949.35	512,762.28
15	14-Sep-2032	90,169.09	78,071.88	12,097.21	432,348.24
16	14-Mar-2033	90,169.09	79,969.03	10,200.06	349,980.14
17	14-Sep-2033	90,169.09	81,912.27	8,256.82	265,610.50
18	14-Mar-2034	90,169.09	83,902.74	6,266.35	179,190.68
19	14-Sep-2034	90,169.09	85,941.58	4,227.51	90,670.86
20	14-Mar-2035	90,169.09	88,029.94	2,139.15	0.00
<b>TOTAL</b>		<b>1,803,381.80</b>	<b>1,415,000.00</b>	<b>388,381.80</b>	

Interest Rate: 4.86%

(SIGNATURE PAGE TO FOLLOW)

<b>Lessee: Village of Stickney</b>
<b>By:</b>
<b>Name:</b> Jeff Walik
<b>Title:</b> Village President

EXHIBIT A

Property Description

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Fire Truck

VIN # \_\_\_\_\_

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

**Re: Property Schedule No. 3** dated as of March 14, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney. The undersigned, being the duly elected, qualified and acting Village President of the Village of Stickney ("Lessee") does hereby certify, as of March 14, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of March 14, 2025.

Village of Stickney

By Signature of Person to Execute Lease/Purchase Agreement  
Jeff Walik, Village President

Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 3** dated as of March 14, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Village of Stickney ("Lessee") does hereby certify, as of March 14, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

Jeff Walik, Village President

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of March 14, 2025.

\_\_\_\_\_  
Secretary/Clerk

Print Name    Audrey McAdams , Village Clerk  
and Title: \_\_\_\_\_



**EXHIBIT 4**

**Payment of Proceeds Instructions**

U.S. Bancorp Government Leasing and Finance, Inc.  
1310 Madrid Street  
Marshall, MN 56258

Re: Property Schedule No. 3 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Village of Stickney ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee:

By Check: \_\_\_\_\_

If by check, Payee's Address:

By Wire Transfer: \_\_\_\_\_

If by wire transfer, instructions as follows:

Pay to Bank Name:

Bank Address:

Bank Phone #:

For Account of:

Account No:

ABA No.:

<b>Lessee: Village of Stickney</b>
By: _____
Name: _____
Title: _____

**EXHIBIT 5**

**Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
1310 Madrid Street  
Marshall, MN 56258

Re: **Property Schedule No. 3 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney**

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: Village of Stickney</b>
By:
Jeff Walik
Name:
Village President
Title:

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

U.S. Bancorp Government Leasing and Finance, Inc.  
1310 Madrid Street  
Marshall, MN 56258

Re: **Property Schedule No. 3 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp  
Government Leasing and Finance, Inc. and Village of Stickney**

**PLEASE CHECK EITHER:**

**Bank Qualified Tax-Exempt Obligation under Section 265**

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

**Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.**

Lessee: Village of Stickney
By:
Name: David A Gonzalez
Title: Finance Director

\*Please be sure to select **ONE** option above.

**Language for UCC Financing Statements**

**Property Schedule No. 3**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Village of Stickney

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 3 dated March 14, 2025 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of September 11, 2020, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 11, 2020 and the related Property Schedule No. 3 dated March 14, 2025, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: Village of Stickney</b>
By:
Name: David A Gonzalez
Title: Finance Director

Form 8038-G

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to www.irs.gov/8038G for instructions and the latest information.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service

Part I Reporting Authority

1 Issuer's name Village of Stickney
Check box if Amended Return
2 Issuer's employer identification number (EIN) 36-6006114

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
6533 Pershing Road 3

6 City, town, or post office, state, and ZIP code
Stickney, Illinois 60402

8 Name of issue Government Obligation Contract

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information
David A Gonzalez, Treasurer/Finance Director
10b Telephone number of officer or other employee shown on 10a 708-310-1580

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

Table with 18 rows for issue types: Education, Health and hospital, Transportation, Public safety, Environment (including sewage bonds), Housing, Utilities, Other. Describe. Includes checkboxes for TANS/RANs and BANS.

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

Table with 2 columns: (a) Final maturity date, (b) issue price, (c) Stated redemption price at maturity, (d) Weighted average maturity, (e) Yield. Row 21: 3-14-2035, \$ 1,415,000.00, \$ N/A, 10 years, 4.86 %

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

Table with 2 columns: Description, (a) Amount. Rows 22-28 describe uses of proceeds like accrued interest, issue price, bond issuance costs, credit enhancement, etc.

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

Table with 2 columns: Description, years. Rows 31-34 describe refunded bonds and their maturity dates.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 10-2021)

Part VI Miscellaneous

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

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent

Signature of issuer's authorized representative David A Gonzalez, Finance Director Type or print name and title

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN	Phone no.		

# VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 and related Property Schedule No. 3 dated March 14, 2025, between Village of Stickney as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

## THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
1310 MADRID STREET  
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:
Date:

<b>Lessee: Village of Stickney</b>
By:
Name: Jeff Walik
Title: Village President
Date:



# INSURANCE AUTHORIZATION AND VERIFICATION

Date: March 14, 2025

Property Schedule No. 3

To: Village of Stickney (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
1310 Madrid Street  
Marshall, MN 56258

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

Lessee must carry **GENERAL LIABILITY** (and/or, for vehicles, **Automobile Liability**) in the amount of no less than **\$1,000,000.00** (one million dollars).

Lessee must carry **PROPERTY Insurance** (or, for vehicles, **Physical Damage Insurance**) in an amount no less than the 'Insurable Value' **\$1,415,000.00, with deductibles no more than \$25,000.00.**

\*Lessee: *Please execute this form and return with your document package.* Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:	IRMA
Address:	999 Oakmont Plaza Suite 310
	Westmont, IL 60559
Phone/Fax:	708-236-6349
Email:	donnam@irmarisk.org

Lessee: Village of Stickney	
By:	
Name:	Jeff Walik
Title:	Village President

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: [EFGLFDOCS@usbank.com](mailto:EFGLFDOCS@usbank.com) - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_ Date: X \_\_\_\_\_

Insurable Value: **\$1,415,000.00**

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 3

**DOCUMENT CHECKLIST**  
**PLEASE SCAN ALL OF THE DOCUMENT TO EF.DOC.S.GLF@USBANK.COM**  
**PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW**

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS  
(NO FRONT & BACK COPIES, PLEASE)

**RETURN ALL ORIGINALS TO:**

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
KEVIN JARAMILLO  
950 17<sup>TH</sup> STREET, 8<sup>TH</sup> FLOOR  
DENVER, CO 80202  
303-585-4079

- Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1**
- Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files. *ORDINANCE 2020-19 IS ATTACHED*
- Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate. *Exempt Letter is Attached*
- Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- Vehicle Titling Memo**
- Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
  - Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - Schedule of Fees – Exhibit 2.**
  - Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - Escrow Incumbency Certificate & Call-backs – Exhibit 5.**
  - Class Action Negative Consent Letter – Exhibit 6.**
  - IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.
- Insurance Authorization and Verification** – To be filed out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding. *Emailed to Insurance Agent 9/8/2020*

## Master Tax-Exempt Lease/Purchase Agreement

**Between:** U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

**And:** Village of Stickney (the "Lessee")  
6533 Pershing Road  
Stickney, IL 60402  
Attention: David Gonzalez  
Telephone: 708-310-1580

**Dated:** September 11, 2020

### ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.  
"Code" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

### ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, Lessor expressly provided in Section 12.02 below. Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

### ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant 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 with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(e) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Entitlement of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location: Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease 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, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of such nonappropriation (a "Nonappropriation Event") to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver

possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means an interest rate calculated to provide Lessor with an after-tax yield equivalent to the yield provided to Lessor by the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated.

#### **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

#### **ARTICLE VIII**

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all liens, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State. All such insurance shall be payable as hereinafter provided in this Agreement. All such insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

#### **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase

Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### **ARTICLE X**

**11.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF; THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE); AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT, AND LESSOR HEREBY DISCLAIMS THE SAME; LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**11.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**11.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**11.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01, and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financials.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death of any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation or disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;



(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition for an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayd and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: If by reason of ~~force majeure~~ Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than any obligations on the part of Lessee to make any payments hereunder) Lessee shall not be in default during the continuance of such inability. The term "~~force majeure~~" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials; or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Lessor may terminate the Property Schedule, may enter the premises where the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys' fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;

(c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;

(d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 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 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 or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding. In addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitration Certificates.** Unless a separate Arbitration Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.

(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

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

**14.05 Severability.** In the event any provision of this 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.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution In Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way defines, limit or describe the scope or intent of any provisions or sections of this Agreement.

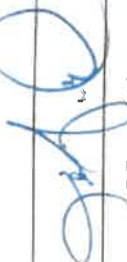
**14.11 Continuing Disclosures.** Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its inurrence of its obligations under this Agreement, and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement. In each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Agreement for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.


**Lessor: U.S. Bancorp Government Leasing and Finance, Inc.**

**By:**  
**Name:**  
**Title:**

**Lessee: Village of Stickney**

**By:**   
**Name:** Jeff Walik  
**Title:** Village President

**Attest:**

**By:**   
**Name:** Audrey McAdams  
**Title:** Village Clerk



## **ADDENDUM (ILLINOIS)**

### **Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Village of Stickney ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of September 11, 2020 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is amended and restated with respect to the Property Schedule as follows:
  - (a) Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Property Schedule.
  - (b) Section 7.03 of the Master Agreement is deleted in its entirety.
  - (c) Section 13.02(b) of the Master Agreement is amended and restated to read in its entirety as follows:

Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5-10/12, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such fees]*.

(b) If Lessee is a municipality, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such fees]*.

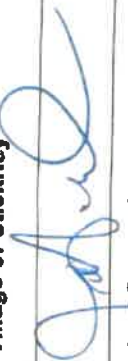
(c) If Lessee is a school district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 105, §5/19-1 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such fees]*; and the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.


(d) If Lessee is a fire district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §705/12 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such fees]*.

(e) If Lessee is a hospital district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §910/21.2 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such fees]*.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
<b>By:</b>
<b>Name:</b>
<b>Title:</b>

<b>Lessee: Village of Stickney</b>
<b>By:</b> 
<b>Name:</b> Jeff Walik
<b>Title:</b> Village President

<b>Attest:</b>
<b>By:</b> 
<b>Name:</b> Audrey McAdams
<b>Title:</b> Village Clerk

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

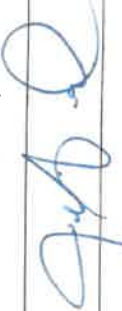
This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 11, 2020, between U.S. Bancorp Government Leasing and Finance, Inc., and Village of Stickney.


1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is September 11, 2020.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove or alter the location set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. **Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
6. **Proceeds.** Exhibit 4 is intentionally omitted.
7. **Acceptance Certificate.** Exhibit 5 is intentionally omitted.
8. **Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.  
  
This Property Schedule No. 1 is subject to optional redemption before maturity at the sole option of the Lessee from any available monies at any time, in whole and not in part, on any date after September 7, 2021, at a redemption price equal to 100% of the outstanding principal amount of this Property Schedule, plus interest accrued to the date fixed for redemption, plus a prepayment indemnity ("Prepayment Fee") equal to the greater of zero, or that amount, calculated on any date of redemption ("Prepayment Date"), which is derived by subtracting: (a) the outstanding principal amount of the Property Schedule on such Prepayment Date from (b) the Net Present Value of the outstanding principal amount of the Property Schedule on such Prepayment Date; provided, however, that the Prepayment Fee shall not in any event exceed the maximum prepayment fee permitted by applicable law.  
  
"Net Present Value" shall mean the amount which is derived by summing the present values of each prospective payment of principal (including mandatory sinking fund redemptions) and interest which, without such full or partial prepayment, could otherwise have been received by the Lessor over the shorter of the remaining contractual life of the Property Schedule. The individual discount rate used to present value each prospective payment of interest and/or principal shall be the Money Market Rate At Prepayment for the maturity matching that of each specific payment of principal and/or interest.  
  
"Money Market Rate At Prepayment" shall mean that zero-coupon rate, calculated on the Prepayment Date, and determined solely by the Lessor, as the rate at which the Lessor would be able to borrow funds in Money Markets for the prepayment amount matching the maturity of a specific prospective Property Schedule payment, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. A separate Money Market Rate At Prepayment will be calculated for each prospective interest and/or principal payment date.  
  
"Money Markets" shall mean one or more wholesale funding markets available to and selected by the Lessor, including negotiable certificates of deposit, commercial paper, Eurodollar deposits, bank notes, federal funds, interest rate swaps or others.  
  
In calculating the amount of such Prepayment Fee, the Lessor is hereby authorized by the Lessee to make such assumptions regarding the source of funding, redeployment of funds and other related matters, as the Lessor may deem appropriate. If the Lessee fails to pay any Prepayment Fee when due, the amount of such Prepayment Fee shall thereafter bear interest until paid at the rate per annum that would be applicable to this Property Schedule following a Rate Increase Trigger Event. The Lessor's internal records of applicable interest rates shall be determinative in the absence of manifest error.  
  
The Lessee hereby acknowledges to the Lessor that the Lessee shall be required to pay the Prepayment Fee with respect to any portion of the principal balance paid before its scheduled due date or the date of a mandatory sinking fund redemption payment with respect thereto, whether voluntarily, involuntarily, or otherwise, including without limitation any principal payment made following default, demand for payment, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, or otherwise. Such Prepayment Fee shall at all times be an obligation as well as an undertaking by the Lessee to the Lessor whether arising out of a voluntary or mandated prepayment.
9. **Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. **Bank Qualification and Arbitration Rebate.** Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 11, 2020.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>	
By:	
Name:	
Title:	

<b>Lessee: Village of Stickney</b>	
By:	
Name:	Jeff Walik
Title:	Village President

<b>Attest:</b>	
By	
Name:	Audrey McAdams
Title:	Village Clerk

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.**

**THE PROPERTY IS AS FOLLOWS:** The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**PROPERTY LOCATION:**

6533 Pershing Road

Address

Stickney, IL 60402

City, State Zip Code

**USE:** Police Vehicles - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$230,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	11-Sep-2021	59,745.26	56,180.26	3,565.00	NA
2	11-Sep-2022	59,745.26	57,051.05	2,694.21	120,271.75
3	11-Sep-2023	59,745.26	57,935.34	1,809.92	60,598.34
4	11-Sep-2024	59,745.26	58,833.35	911.91	0.00
<b>TOTAL</b>		<b>238,981.04</b>	<b>230,000.00</b>	<b>8,981.04</b>	

Interest Rate: 1.55%

Lessee: Village of Stickney

By: 

Name: Jeff Walik

Title: Village President

**EXHIBIT A**

**Property Description**

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**Police Vehicles**

**VIN #'s To Be Determined**



Del Galdo Law Group, LLC  
*Attorneys & Counselors*

September 11, 2020

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402  
Attention: David Gonzalez

RE: Property Schedule No. 1 dated as of September 11, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

Ladies and Gentlemen:

We have acted as special counsel to Village of Stickney ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of September 11, 2020 (the "Master Agreement"), between Village of Stickney, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") dated as of September 11, 2020, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: Tiffany Nelson  
Name: Tiffany Nelson, Attorney  
Title: Attorney - Debt Workout Group, LLC  
Dated: Sept 1, 2022



**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

**Re:** Property Schedule No. 1 dated as of September 11, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

The undersigned, being the duly elected, qualified and acting

Village President

of the Village of Stickney ("Lessee") does hereby certify, as of September 11, 2020, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 11, 2020.

Village of Stickney

By   
Signature of Person to Execute Lease/Purchase Agreement

Jeff Walik, Village President

Print Name and Title of Person to Execute Lease/Purchase Agreement

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

**Re: Property Schedule No. 1** dated as of September 11, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

The undersigned, being the duly elected, qualified and acting Village President

of the Village of Stickney ("Lessee") does hereby certify, as of September 11, 2020, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 11, 2020.

Village of Stickney

By   
Signature of Person to Execute Lease/Purchase Agreement

Jeff Walik, Village President

Print Name and Title of Person to Execute Lease/Purchase Agreement

**ORDINANCE NO. 2020-19**

**AN ORDINANCE AUTHORIZING AND APPROVING A MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. RELATED TO THE PREVIOUSLY AUTHORIZED PURCHASE OF CERTAIN VEHICLES FOR THE VILLAGE OF STICKNEY POLICE DEPARTMENT.**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, on June 30, 2020, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") approved the purchase of four (4) police vehicles (the "Vehicles") at a special board meeting; and

**WHEREAS**, U.S. Bancorp Government Leasing and Finance, Inc. ("U.S. Bancorp") has proposed a certain master tax-exempt lease/purchase agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, to allow for the lease with a purchase option of said Vehicles; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into the Agreement with U.S. Bancorp; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement with U.S. Bancorp and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his designee to execute any and all documents related to the Agreement as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign, if required, the Agreement

and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**SECTION 4: HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5: SEVERABILITY.** The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6: SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7: PUBLICATION.** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED this 1<sup>st</sup> day of September, 2020.**

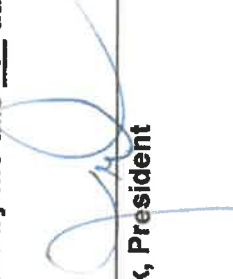
**AYES: Trusstees Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres & White**

**NAYS: None**

**ABSENT: None**

**ABSTENTION: None**

**APPROVED by me this 1<sup>st</sup> day of September, 2020.**

  
\_\_\_\_\_  
Jeff Walik, President

**ATTESTED AND FILED in my  
office this 1<sup>st</sup> day of September, 2020.**

  
\_\_\_\_\_  
Audrey McAdams, Village Clerk

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp  
Government Leasing and Finance, Inc. and Village of Stickney**

**PLEASE CHECK EITHER:**

**Bank Qualified Tax-Exempt Obligation under Section 265**

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

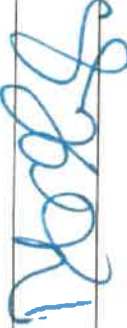
Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

**Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.**

<b>Lessee: Village of Stickney</b>
<b>By:</b> 
<b>Name:</b> David Gonzalez
<b>Title:</b> Village Treasurer

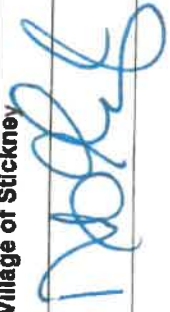
\*Please be sure to select **ONE** option above.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This Notification of Tax Treatment is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 11, 2020 and the related Property Schedule No. 1 dated September 11, 2020, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: Village of Stickney</b>
<b>By:</b> 
<b>Name:</b> David Gonzalez
<b>Title:</b> Village Treasurer

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

✓ If not, contact us immediately.

✓ Do not discard - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Sales Tax Exemption Certificate**

VILLAGE OF STICKNEY

6533 PERSHING RD  
STICKNEY IL 60402-4048

**Sales Tax Exemption Certificate**

**Issue date:** 02/10/2020  
**Expiration date:** 03/01/2025


**Sales Tax Exemption** E99981221  
**Organization type:** Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

OFFICIAL DOCUMENT





# VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 and related Property Schedule No. 1 dated September 11, 2020, between Village of Stickney as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.


3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

## THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
1310 MADRID STREET  
MARSHALL, MN 56258

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:
Date:

<b>Lessee: Village of Stickney</b>
By: 
Name: Jeff Walik
Title: Village President
Date:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of September 11, 2020 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), Village of Stickney ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of September 11, 2020 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated September 11, 2020 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$230,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to be the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereinafter, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to

collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("~~Executive Officers~~"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

Village of Stickney, as Lessee
By: 
Name: Jeff Walik
Title: Village President
Address: 6533 Pershing Road Stickney, IL 60402

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 <sup>th</sup> Street, 5 <sup>th</sup> Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Village of Stickney

Company Name



Signature of Authorized Directing Party



Treasurer

Trust Account Number -- includes existing and future sub-accounts unless otherwise directed

Title/Date

**Exhibit 5**

Each of the following person(s) is a Lessee Representative authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

Jeff Walik		708 - 749 - 4400
Name	Specimen signature	Telephone No
David A. Gonzalez		708 - 310 - 1580
Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No

*(Note: if only one person is identified above, please add the following language:)*

The following persons (not listed above) are authorized for call-back confirmations:

Name	Telephone Number
Name	Telephone Number
Name	Telephone Number



# W-9

Form  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Village of Stickney**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► **Governmental Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions.  
**6533 Pershing Road**

6 City, state, and ZIP code  
**Stickney, IL 60402**

7 List account number(s) here (optional)

Requester's name and address (optional)

Applies to accounts maintained outside the U.S.)

See specific instructions on page 3.  
Print or type

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
			-			

OR

Employer identification number

3	6	-	6	0	0	6	1	1	4
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

9/8/2020

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later*
- Form 1099-INT (interest earned or paid)



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

March 14, 2025

U.S. Bancorp Government Leasing and Finance, Inc.  
1310 Madrid Street  
Marshall, MN 56258

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402  
Attention: David Gonzalez

RE: Property Schedule No. 3 dated as of March 14, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

Ladies and Gentlemen:

We have acted as special counsel to Village of Stickney ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of September 11, 2020 (the "Master Agreement"), between Village of Stickney, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 3 (the "Property Schedule") dated as of March 14, 2025, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.



7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,



Del Galdo Law Group

**RESOLUTION NO. 03-2025**

**A RESOLUTION OF THE VILLAGE OF STICKNEY DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION OF A FIRE APPARATUS**

WHEREAS, The Village of Stickney (the "Lessee") is a political subdivision organized and existing under the laws of Illinois; and

WHEREAS, the Lessee will pay, after the date hereof, certain expenditures (the "Expenditures") in connection with the purchase of one (1) Enforcer Ascendant 107' Ladder Quint Apparatus (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the Board of Trustees of the Lessee (the "Board") has determined that the money to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Lessee for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Board hereby declares the Lessee's intent to reimburse the Lessee with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after the date hereof. The Lessee reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable Literary Fund regulations.

Section 3. The maximum cost of the Project is expected to be \$1,415,000.00

Section 4. The Lessee will make a reimbursement allocation, which is a written allocation by the Lessee that evidences the Lessee's use of proceeds of the Obligation to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small Lessees" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage and publication in accordance with law.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED in my  
office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

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**APPENDIX A**

**DESCRIPTION OF PROJECT**

The Village shall purchase one (1) Enforcer Ascendant 107' Ladder Quint Apparatus from MacQueen Equipment LLC d/b/a MacQueen Emergency Group.

**RESOLUTION NO. 04-2025**

**A RESOLUTION AUTHORIZING AND APPROVING A QUOTE FROM ALL STAR GENERAL CONTRACTING, INC. FOR A ROOFING PROJECT FOR THE VILLAGE OF STICKNEY**

**WHEREAS**, the Village of Stickney (the “Village”) is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village recently acquired the property commonly known as 6511 Pershing Road (the “Property”); and

**WHEREAS**, the Property is need of certain roof work and maintenance; and

**WHEREAS**, the Village received a proposal (the “Proposal”) from All Star General Contracting, Inc. (the “Vendor”) for roofing work (the “Services”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, in connection with the foregoing, the Village President (the “President”) and the Board of Trustees of the Village (the “Board,” and together with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Village and its residents to authorize and approve the Proposal for the Services; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the “Attorney”) is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2: PURPOSE.** The purpose of this Resolution is to authorize the President or his designee to execute the Proposal whereby the Vendor will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Proposal in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Proposal with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Proposal and any other documentation as may be necessary to carry out and

effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the purchase of the Services, the same is hereby waived.

**SECTION 4. HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**SECTION 5. SEVERABILITY.** The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.** A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED this \_\_\_ day of \_\_\_\_\_, 2025.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED in my  
office this \_\_\_ day of  
\_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

**EXHIBIT A**



**AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND ALL STAR  
GENERAL CONTRACTING, INC.**

THIS AGREEMENT (“Agreement”) by and between the Village of Stickney, an Illinois Municipal Corporation (the “Village”), and All Star General Contracting, Inc., an Illinois company, (“Contractor”) is entered into on or about the 4th of February, 2025 (“Effective Date”) (The Village and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”). In consideration of the mutual covenants and agreements contained herein and in the Agreement, the sufficiency of which is hereby acknowledged, no further consideration being necessary, the Parties hereby agree as follows:

**W I T N E S S E T H**

**WHEREAS**, the Contractor has submitted a Proposal (the “Proposal”) to the Village to provide roofing services for the property located at 6511 Pershing Road as more fully set forth in the attached Proposal (the “Work”); a copy of which is attached hereto and incorporated herein as is fully set forth as Exhibit “A.”; and

**WHEREAS**, the Contractor warrants and represents that it is an Illinois corporation in good standing, that it is not in bankruptcy, that it is solvent, that it is in the aforesaid business of general contractor roofing work; and

**WHEREAS**, the Village wishes to retain the Contractor to perform the Work described in the Proposal and as further described herein; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, including but not limited to remuneration to be paid to the Contractor by the Village, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Agreement.** The Village hereby contracts with Contractor to perform the Work, in accordance with the terms of this Agreement and the Contract Documents, as defined herein.
3. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof. The Contract Documents consist of (1) this Agreement; (2) Proposal attached hereto as Exhibit A. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent as applied to Contractor shall apply.
4. **Contract Sum and Payments.**
  - (A) The Village agrees to pay the fixed sum of (the “Contract Sum”) to the

\$22,700.00 the final acceptance of the Work by the Village, and after Contractor has met the requirements for final payment set forth herein.

(B) Following completion of the Work, Contractor shall furnish the Village the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Work; and (iii) all suppliers that furnished materials in connection with the Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Village relative to said payment.

(C) It shall be a condition precedent to final payment required by the Village hereunder, that the Village has determined that the Work being invoiced is free from any defects and has been completed in strict accordance with the terms and conditions herein and shall meet all manufacturer specifications. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete Work, and any required restoration work, and for any unsettled claims.

(D) It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payroll to the Village covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application. The Contractor shall be required to comply with all reporting requirements for Prevailing Wage Work associated with this Project.

(E) Notwithstanding the foregoing, in no event shall the Village's acceptance of the Work, Contractor's Payment Request Documentation, and/or any Certification and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

(F) In the event the Contractor or the Village is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

5. **Change Orders.** Notwithstanding any provisions herein to the contrary, where proposed changes to the Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Contractor. It shall be a condition precedent to the acceptance of any Change Order or any series of Change Orders that the Village shall have first approved such

written Change Order(s) in writing.

6. **Insurance.** Contractor shall procure, at Contractor's sole cost and expense, and shall maintain in full force and effect at all times, a policy or policies reasonably insuring against liability arising out of or occurring in connection with any of the actions or services provided by Contractor pursuant to this Agreement, or in any way related to, resulting from or arising out of this Agreement, the Work or scheduled maintenance occurring thereafter, including Workers Compensation, Automobile, General and Professional Liability Insurance policies and any other insurance policy deemed necessary by the Village, during the entire term of the Agreement in a minimum amount of ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000.00) FOR EACH OCCURRENCE AND TWO MILLION AND NO/100 U.S. DOLLARS (\$2,000,000.00) IN THE AGGREGATE; and Property Damage coverage of NOT LESS THAN ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000.00). Specifically as to Workers' Compensation insurance, Contractor shall carry at least the Illinois minimum statutory amount. Contractor shall name the Village under the abovementioned insurance policy or policies as additional insureds as follows: "ADDITIONAL INSURED: the Village of Stickney, and its officials, commissioners, executives, employees, consultants, attorneys, agents, volunteers, and representatives, which shall be primary and noncontributory Additional Insured's with respect to the general liability, auto liability, umbrella coverage's and other coverage's specified above." Said insurance policy shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Village, or by its or agents or employees shall be excess and not contributory insurance to that provided by Contractor. Prior to performing any work, Contractor shall furnish to the Village a certificate or certificates of insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which this Agreement is in effect, and any time Contractor is to perform pursuant to the Agreement.

7. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and pay the full costs and expenses of any claim, action or proceeding against the Village, and shall hold harmless the Village, and its officials, commissioners, executives, volunteers, attorneys, agents, officers, directors, attorneys, and employees from and against any and all claims, actions, lawsuits or other proceedings, damages, losses, and expenses (including attorney fees) arising out of or related to any act, action, inaction, allegation or omission of Contractor, its subcontractors or material suppliers or anyone else employed by Contractor, including but not limited to damages for a breach of this Agreement, regardless whether or not such claim, action, proceeding, damage, loss, or expense is caused in whole or in part by a party indemnified hereunder, provided however, that no party shall be indemnified for its own negligence. The obligation to indemnify shall not be construed to negate, waive, or reduce any other rights or obligations of indemnity which would otherwise exist nor bar any action against Contractor. As to any instance where the Village is named a party in any legal proceeding, the Village reserves the right in its sole discretion to select legal counsel to provide such representation so long as there is no conflict of interest in such representation.

8. **Non-Binding to Others.** Contractor has no right or authority to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party.

9. **Labor and Materials.** In addition to the those provisions set forth in the Proposal, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees, agents, subcontractors, independent contractors and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

10. **Material and Equipment Inspection and Responsibility.** Materials and Equipment, the style, make or quality of which is specifically designated, shall be as specified in the Proposal. Should any substitution of material or item of equipment or apparatus be made, the Village's written approval must be obtained prior to installation which the Village may withhold in its sole and absolute discretion.

11. **Compliance with Laws.** All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable Cook County and/or Village of Cicero, Illinois Building Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, and their respective officials, officers, employees, volunteers, directors, agents, invitees from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Work. This obligation shall survive the expiration and/or termination of this Agreement.

12. **Remedies.** In addition to any and all other rights the Parties may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Contract, the other Party may terminate the Contract by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) days from the date of such notice to cure said default. Unless waived by the Party providing notice, failure to cure the default(s) within such time period shall result in the automatic termination of the Contract. In addition to all other rights and remedies whether expressed herein or not, the Village, at any time and with or without cause, may in its sole and exclusive discretion direct Contractor to stop work immediately pertaining to this Agreement following one-day written notice and terminate the Agreement; in the event the Village stops the work being performed by Contractor, then the Village shall be liable to Contractor only for the work that had been performed to the date of work stoppage.

13. **Relationship of the Parties.**

A. It is understood, acknowledged and agreed by the Parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall not have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Property and all other persons who may be affected thereby.

14. **Delays in Work.** Notwithstanding all provisions herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

15. **Notice.** Any notice which is required or permitted under this Agreement shall be in writing and deemed given when (a) actually delivered on the same day if delivered by private messenger service, (b) actually delivered on the same business day if delivered by facsimile or telecopier before five o'clock PM Central Time (5:00 PM, CT), (c) upon receipt following mailing via first class USPS certified or registered mail, return receipt requested, postage prepaid, or (d) the next business day if delivered by professional overnight delivery service (Federal Express, DHL, etc.) with shipping fees prepaid, addressed to the Party to which notice is directed at its address as set forth below, or to such other address as may be specified from time to time by either Party in writing:

To the Village:

Village of Stickney  
6533 W. Pershing Rd  
Stickney, Illinois 60402  
Attention: Mayor's Office

With a copy to:

Del Galdo Law Group, LLC  
1441 South Harlem Avenue  
Berwyn, Illinois 60402  
Attention: Michael T. Del  
Galdo  
Facsimile: 708-222-7001

To the Contractor:

16. **Governing Law.** This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

17. **Attorney's Fees.** Should either Party employ an attorney or attorneys to enforce any of the provisions hereof, to recover damages for the breach of the Contract, or otherwise bring suit or grievance against the other Party as related to or resulting from the Contract, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

18. **Counterparts.** Each and every signatory to this Contract has the power and authority to so execute this Contract and so bind the party to be charged. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Contract.

19. **Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

20. **No Waiver of Immunities and/or Privileges.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, and/or any of its respective officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

21. **Amendment.** This Contract may only be modified or amended in writing, provided such writing is signed by both Parties to this Contract.

22. Illinois Prevailing Wage Act

A. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq. ) (the “Act”) (hereinafter “Prevailing Wages”). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law (with the most stringent requirements controlling), reporting all necessary information, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the above mentioned Acts, including but not limited to providing certified payrolls to the Village in accordance with said applicable law (i.e., the most stringent requirements).

23. **Permits, Fees, and Licenses.** Contractor shall secure and pay for any and all permits, licenses, and governmental fees, taxes, and/or inspections from any federal, state and/or local government and/or agency or body thereof that may be necessary, if any, for the Work. Additionally, Contractor shall ensure that any of its subcontractors receive the proper permits necessary to perform the Work.

24. **Lien Waivers.** Following completion of the Work, Contractor shall furnish the Village the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Work; and (iii) all suppliers that furnished materials in connection with the Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Village relative to said payment.

25. Contractor Certifications

A. As Required Under Article 33E, “Public Contracts,” of the Criminal Code of 1961 (720 ILCS 5/33E-1 through 5/33E-13) Contractor hereby certifies that Contractor is not barred from bidding on this Agreement as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-rotating) of Article 33E of Act 5 “Criminal Code of 1961,” as amended.

B. As required by 775 ILCS 5/2-105(A)(4), Contractor certifies that it maintains a written sexual harassment policy which defines the illegality of sexual harassment under State law; describes sexual harassment, utilizing examples; provides a vendor's internal complaint process including penalties; includes legal recourse, investigative and complaint process through the Department of Human Rights and the Human Rights Commission and protects against retaliation.

C. Pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the Owner that it will provide a drug-free workplace by:

1. Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited on the Owner's property and in the Contractor's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug-free awareness program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the Contractor's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) the penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection A to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.
4. Notifying the Owner within 10 days after receiving notice under subparagraph (b) of paragraph (3) of subsection A from an employee or otherwise receiving actual notice of such conviction.



5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

26. **Equal Opportunity Compliance.** Contract agrees to provide Equal Opportunity to all persons and small businesses, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

27. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

28. **ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

**IN WITNESS WHEREOF,** the VILLAGE OF STICKNEY and THE CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

**HEREBY ACCEPTED AND AGREED:**

ALL STAR GENERAL CONTRACTING, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

VILLAGE OF STICKNEY

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**



# All Star General Contracting Inc.

3106 Oak Park Ave  
Berwyn , IL 60402

Phone: (708) 788-ROOF  
Fax: (708) 775-6444

Village Of Stickney  
Phone: (630) 450-4228

January 31, 2025

Contract / Proposal 952  
Job Location: 6515 Pershing Rd  
Stickney IL 60804

## Job Description: Repair CertainTeed Flintastic STA Modify Bitumen

1. Conduct meeting with foreman to discuss the scope of work, safety precautions, hazards, time frame of project weather permitting, and removal of any obstruction beneath roof before commencing project.

## 2. Scope of work:

- a. Will tear off 16x28' of roofing in the back area. all layers of bitumous materials will be properly dispose off premises and into dumpster. Dumpsters will be parked in the back area.
- b. Will remove all coping stones and bitumous materials from parapet wall
- c. All decking will be inspected for deterioration
- d. We will remove all deteriorated plywood as needed and install new  $\frac{3}{4}$ " Cdx Plywood.

## 3. Installation of 2.0" insulation to fill in back area

- a. Will install Ice n shield at perimeter before laying insulation to guard from Snow build up.
- b. On the prepared surface will install 1 layer of 2.0" Insulation Board
- c. Boards will be fastened with FM approved fasteners using a total of 8-10 per board

## 4. Preparation for Roof Systems: Flat Roof Installation of regular Modify Bitumen

- a. Over the prepared surface will adhere 1 layer of 90lb felt sheet onto the prepared surface according to manufacturer's specifications.
- b. On the prepared area will apply & torch Modify Bitumen
- c. All seams will overlap with a minimum of 4"
- d. Seams will be fused welded together with a bleed out with a minimum of  $\frac{1}{4}$ " and no greater than  $\frac{1}{2}$ "



## All Star General Contracting Inc.

3106 Oak Park Ave  
Berwyn , IL 60402

Phone: (708) 788-ROOF  
Fax: (708) 775-6444

5. Flash in all projections and perimeter flashings:

- A. Soil pipes— install new target 2x2 patches and torch to the base of field.
- B. Parapet walls- Parapet wall will be primed. Install new Modify membrane and go up and over parapet wall. Base will have a 5” lap.
- C. Coping Stones: Will remove and replace the same coping stones. All Stones will be cemented back
- D. Vents – Will install 1-way breathers to allow moisture to escape
- E. Gutter as follows: Will lay modify over existing gutter and properly seal using water cut-off mastic.
- F. Silver coat : On the prepared surface will paint entire roof using our Lucas 608 non fibrated silver coat.

**Flat Roof Cost..... \$22,700.00**

We propose to furnish all material & labor in complete accordance with the above specifications, for the sum of **\$22,700.00** for your Roof. Payment to be outlined below: deposit of ½ down at signing, & balance due @ completion.

**Standard Operating procedures:**

- All work shall be performed in a safe, professional manner in compliance with all OSHA/ industry recognized regulations.
- All work to be completed in a timely manner, please note due to the nature of the weather conditions, any chance of rain greater than 30% and higher may or may not be worked, Wind conditions may as well be a factor in not being able to work.
- We will complete 100% of the work for the day and secure the building interior.

**Warranty** - Upon purchasing a new roof, we will warrant a new roof for a period of 5 years on Labor & 7 years on Materials.

Project Manager: Wilfred Pagan / Allstargewil@yahoo.com

**Authorized Signature:** \_\_\_\_\_ Wilfred Pagan \_\_\_\_\_

The above price, specifications, and conditions are hereby accepted. By signing, the authorized agent accepts all conditions as described above. Payment will be made as outlined above. Any changes above estimate cost will be an extra charge and be authorized on a change work order by All Star Representative.

Accepted:

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

Signature: \_\_\_\_\_